

LOWER SAN JOAQUIN LEVEE DISTRICT

Dos Palos, California

CONTRACT DOCUMENTS

FSRP CRITICAL EROSION REPAIR PROJECT

Bids will be received at the office of
Lower San Joaquin Levee District
11704 W. Henry Miller Avenue
Dos Palos, California 93620

Prior to 11:00 a.m. on June 30, 2026

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Central Valley Flood Protection Board Permit (WC2025145)
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SECTION 00 01 05
CERTIFICATIONS PAGE

ENGINEER'S CERTIFICATIONS:

These Contract Documents prepared for the Lower San Joaquin Levee District for the following project:

Lower San Joaquin Levee District
FSRP Critical Erosion Repair Project

have been prepared by, or under the direct supervision of, the following Professional Engineer(s):

Joseph D. Prescott, P.E.
Kjeldsen, Sinnock & Neudeck, Inc.
Civil Engineers and Land Surveyors
711 N. Pershing Avenue
Stockton, California 95203



END OF SECTION

NOTICE TO BIDDERS

LOWER SAN JOAQUIN LEVEE DISTRICT
11704 W. Henry Miller Avenue
Dos Palos, California, 93620

Sealed bids will be received at the office of Lower San Joaquin Levee District, 11704 West Henry Miller Avenue, Dos Palos, CA, 93620 prior to 11:00 A.M. on June 30, 2026 for construction of the FSRP Critical Erosion Repair Project. The Work includes:

Placement of riprap for levee bank stabilization at three separate sites, pre-construction and post-construction surveys installation and maintenance of turbidity control measures, water quality monitoring and testing, and hydroseeding of disturbed areas.

A non-mandatory pre-bid meeting will be held on June 17, 2026.

Questions regarding the Contract Documents shall be submitted no later than June 23, 2026.

The Contract Documents, including reduced (11"x17") Contract Drawings and Specifications, may be secured from KSN, Inc., 711 Pershing Ave, Stockton, CA 95203, (209) 946-0268 after June 5, 2026 upon payment of \$40 per set. This payment is non-refundable. Full-scale (22"x34") drawings are available at an additional cost of \$25 per set, non-refundable.

The Work is a "public work" subject to prevailing wages. Listings of the prevailing wage scale for this Work are available on the internet at <http://www.dir.ca.gov/DLSR/PWD>. Printed copies can also be provided by the District upon request. Relevant public work requirements are using the appropriate number of apprentices on the jobs site (Labor Code § 1777.5), maintaining necessary workers' compensation coverage (Labor Code §§ 1860, 1861), keeping accurate records of the Work performed on the project (Labor Code § 1812), permitting inspection of the payroll records (Labor Code § 1776; 8 CCR § 16400(e)), and complying with any other legal requirements, including but not limited to those found in Labor Code §§ 1720-1861 and California Code of Regulations title 8, §§ 16000-16414. No

NOTICE TO BIDDERS

contractor or subcontractor may be listed on the bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The bids must be accompanied by a certified check or bidder's bond for ten percent (10%) of the amount of the bid and made payable to Lower San Joaquin Levee District (District). The certified check or bidder's bond shall be given as a guaranty that the bidder will enter into a contract, if awarded a contract, and will be declared forfeited if the bidder refuses or neglects to enter into said contract within 10 days after being requested to do so. The successful bidder will be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price and a payment bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a financially responsible surety company, satisfactory to the District, authorized to do business in the State of California.

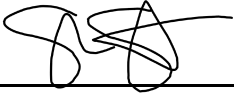
The Contractor shall be duly licensed under the laws of the State of California to submit a bid and to perform the work. The Contractor shall have a Class A license and shall remain duly licensed throughout the performance of the Contract.

The Contractor may substitute securities for any moneys withheld to insure performance under the contract in strict accordance with Section 22300 of the Public Contracts Code of the State of California.

Each Proposal submitted in response to this invitation shall include the cost of all Work, labor and materials to complete the project.

The bids will be opened in public at the above prescribed time and date. Award will be made to the lowest responsible bidder, however, the District reserves the right to reject any or all bids, to waive informalities in the bid, and to postpone the date of the bid opening.

NOTICE TO BIDDERS



Shane Swartz, General Manager
Lower San Joaquin Levee District

6/2/2026

Date

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS. This document contains General Provisions, General Conditions, Special Conditions, Technical Specifications, the Construction Documents, the Bid Documents, the Contractor's Bid Proposal, the Contract Addendums, the Noncollusion Declaration, Sufficient Funds Declaration (Labor Code section 2810), Payment Bond, Performance Bond, required insurance certificates, additional insured endorsements and declarations page, Designation of Subcontractors, and forms required to construct the Project, and all other documents referenced herein or attached hereto that are necessary for the completion of the Work. The Contract Documents are complementary and are intended to include all items for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown in the Drawings and not mentioned in the Specifications, shall be provided by the Contractor as if shown or mentioned in both.

2. EXAMINATION OF DOCUMENTS AND SITE.

Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions, including but not limited to soil conditions, and to make their own estimates of the facilities and difficulties attending the execution of the Work. The failure of any bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint itself with the conditions existing there shall in no way relieve any bidder from any obligation with respect to his Proposal or to the Contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

3. FORM AND CONTENT OF PROPOSAL. Proposals shall be made properly upon the separate form provided therefor, a copy of which accompanies these Specifications with all items filled out in ink or typewritten; amounts shall be stated in figures and the signature of all persons signing shall be in writing. The completed form shall be without interlineations, alterations or erasures.

Proposals shall contain only the quotation for which the form is prepared. No oral, telegraphic or telephonic Proposals or modifications will be considered. Proposals shall be accompanied by an unconditional check certified by a responsible bank in an amount

INSTRUCTIONS TO BIDDERS

not less than ten percent (10%) of the aggregate of the Proposal, payable to the order of Lower San Joaquin Levee District (District), or by a bidder's bond for the said amount and so payable, written by a financially responsible Surety company, satisfactory to the District, authorized to do business in the State of California. The check or bond shall be a guaranty that the bidder, if awarded the Work, will enter into a Contract within ten (10) calendar days after receiving the Notice of Award. In case of refusal or failure to enter into the Contract, the check or bond, as the case may be, shall be forfeited to the District, the proceeds therefrom being hereby agreed upon as liquidated damages to the District on account of the delay in the execution of the Contract and the furnishing of the required bonds and the performance of the Work thereunder, and the necessity of possibly accepting a higher or less desirable Proposal resulting from such failure or refusal to execute the Contract and bonds as required. Upon the execution of the Contract and the approval on behalf of the District of the accompanying bonds, all certified checks that accompanied Proposals and that have not theretofore been returned, will be returned each to its maker.

4. INTERPRETATION OF CONTRACT DOCUMENTS. Should a bidder find discrepancies in, or omissions from, the Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer; and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instructions will be sent to all bidders. The Engineer or the District will not be responsible for any oral instructions.

5. OPENING AND COMPARISON OF BIDS.

A. Proposals will be opened and read at the time indicated in the Notice to Bidders at the office of the Lower San Joaquin Levee District, 11704 West Henry Miller Avenue, Dos Palos, CA 93620. Bidders or their representatives and other interested parties may be present at said opening and reading.

B. The bids will be compared on the basis of sums of the extensions of the unit prices and lump sum prices bid for doing the specified Work and by the District's consideration of the Contractor's responsibility, financial resources, and ability to execute the Work. The District may request a bidder to furnish evidence that he has successfully performed

INSTRUCTIONS TO BIDDERS

similar work.

C. The District reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, irregular or deemed by the District to be non-responsive may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular certified check or bid bond may be rejected. Notwithstanding the foregoing, the District reserves the right to waive minor irregularities in any Proposal.

D. If any bidder seeks to file a bid protest, it shall do so within three (3) calendar days after the bid opening. Any bid protest shall set forth in detail the factual and legal basis for the protest. Any bid protest shall be submitted by electronic mail and hand delivery to the District with a copy to the Engineer. The failure to file a timely bid protest shall be deemed a waiver of the right to challenge a bid and a failure to exhaust administrative remedies. The District reserves the right to reject a protest, ask for additional information, permit a response by any other bidder, grant the protest, re-bid the project, or take whatever other action it deems necessary in response to a timely protest.

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT. The District will, within thirty (30) to ninety (90) days subsequent to the opening of the bids, act upon the Proposals. The action may include award or rejection of bids. The acceptance of the Proposal will be by the Notice of Award in writing signed by a duly authorized representative of the District, and no other act of the District shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute the Contract Agreement with the District in the form attached hereto and obtain insurance and faithful performance and payment bonds of the types and character and in the amounts required in Section 1 of the Contract Documents, within ten (10) calendar days after receiving the Notice of Award, and to be responsible for liquidated damages of five hundred dollars (\$500.00) per day as provided in Section 2. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal

INSTRUCTIONS TO BIDDERS

execution by the District and the Contractor.

Award of the Contract will be contingent upon the District's receipt of advanced funding that has been committed by the California Department of Water Resources (DWR). If the District does not receive the advanced funding from DWR within ninety (90) days of the bid opening, the Contractor shall have the option to withdraw his bid proposal or wait until such time as the advanced funds are received by the District. No increase in the bid amount will be permitted should the Contractor elect to wait more than ninety (90) days beyond the bid opening for the District to award the Contract.

7. TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence the Work within ten (10) calendar days after the date of the Notice to Proceed given to him by the District to commence Work, and shall complete all Work within 60 calendar days. All work shall be completed at one work site before proceeding to the next work site, with no work started in advance of significant forecasted rainfall. In case of flood flows in the waterway, the Contractor shall demobilize and postpone work until further notice from the District.

8. BONDS. PERFORMANCE AND PAYMENT BONDS. The bidder to whom the Contract is awarded shall, within the time stated in Paragraph 6, furnish bonds as provided in the General Conditions. When the successful bidder delivers the executed Contract Agreement to the District it must be accompanied by such bonds.

9. PRICES. The prices set forth in the Proposal are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the Work, except such as may be otherwise expressly provided in the Contract Documents.

10. WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of the Proposals, except as otherwise noted in Paragraph 6.

11. ADDENDA OR BULLETINS OF INSTRUCTIONS. An addenda or Bulletins of Instruction supplementing the Contract Documents and issued prior to the time set for the opening of the Proposals shall form a part of the documents furnished the bidder for the preparation of his Proposal. These documents shall be made a part of the Contract.

INSTRUCTIONS TO BIDDERS

12. INSURANCE. Section 1-5 of the General Conditions sets forth the District's requirements as to insurance. When the successful bidder delivers the executed Contract Agreement to the District, it must be accompanied by the required certificates of insurance.

PROPOSAL

(With Bid Schedules Attached)

Proposal of _____
Contractor

Address

to furnish and deliver all materials and to do and perform all Work in accordance with the Contract Documents for the FSRP Critical Erosion Repair Project for Lower San Joaquin Levee District (District). The Work is situated at 3 individual locations within Merced County, near Stevinson California

To: Lower San Joaquin Levee District
11704 West Henry Miller Avenue
Dos Palos, CA, 93620

Gentlemen:

The undersigned bidder has carefully examined the Contract Documents and Drawings, and also the site of the Work, and hereby proposes to furnish all necessary labor, machinery, tools, apparatus, and other means of construction and do all the Work and furnish all materials called for by the Contract Documents in the manner and time prescribed therein and in accordance with the requirements of the Engineer under them.

The undersigned hereby declares that the only persons or parties interested in this Proposal as principals are those named herein; that no director or officer of the District is in any manner interested, directly or indirectly, in this Proposal or in the profits to be derived from the Contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud.

The undersigned bidder understands that the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and offers to do the Work whether the quantities are increased or decreased, at the prices stated in the attached Schedule, except where noted item is Final Pay. The undersigned has checked carefully all figures inserted in said Bid. Schedule and understands that the District will not be

PROPOSAL

responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned also agrees to: Do any extra Work, not covered by the schedule of prices, which may be ordered by the District, and to accept as full compensation therefore such prices as may be agreed upon in writing by the District and the Contractor in accordance with the Contract Documents or, in the absence of such agreement, to perform the Work and resolve the payments as provided in Section 1 of the General Conditions.

The undersigned hereby agrees to execute the Agreement and furnish the required bonds and insurance within ten (10) days after receiving the Notice of Award of their Proposal. A certified or cashier's check or a bidder's bond made payable to the Lower San Joaquin Levee District (District) in the amount of ten percent (10%) of the amount of the Proposal is attached hereto as a guaranty that the undersigned will so perform. If a bidder to whom an award is made, fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or contract bonds, all within the time stated in the Instructions to Bidders and General Conditions, it is agreed and stipulated between the District and the bidder to whom the award is made, that damage will be sustained by the District and it is currently contemplated by the parties and estimated by the parties that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the District will sustain. The District and all parties who submit a bid under the notice of invitation to bid agree and stipulate that the amount of the bidder's bond, cash or check specified, is agreed to as the liquidated damages which shall be payable by such bidder and shall be collected and held by the District thereafter as the sole property of the District and for full compensation for the damages suffered by the District as a result of delay and all other damages suffered by the District.

The bidder further declares that the Surety or Sureties named in the spaces following have agreed to furnish bonds in the form and aggregate amount set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this Proposal.

The bidder further declares that he is a licensed contractor under the laws of the State of California.

PROPOSAL

Surety or Sureties:

Dated _____, 2026

Bidder

Bidder's place of business:

(Seal if bidder is a Corporation)

By:

Contractor
License No. _____

Classification _____

Contractor DIR
Registration Number _____

Name and address of all members of the firm or names and titles of all officers.

PROPOSAL

The bidder shall herein set forth the name and the location of the place of business of each subcontractor, who will perform Work or labor or render service to the general contractor in or about the construction of the Work or improvement in an amount in excess of one-half (½) of one percent (1%) of the general contractor's total bid, and the portion of the Work which will be done by each subcontractor.

DESIGNATION OF SUBCONTRACTORS

Subcontractor Name, License & DIR Nos. (required)	Location of Place of Business & Telephone	Portion of Work to be Done

PROPOSAL

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____ [name] of _____ [company],

The undersigned declares:

I am the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Signature of Bidder

PROPOSAL

IRAN CONTRACTING ACT VERIFICATION FORM (TO BE EXECUTED AND SUBMITTED WITH BID) Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: Department of General Services Procurement Division Iran Contracting Act List

(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-ineligible-Businesses#accordion-61fc4602-84dd-42af-bc10-2ca5b5cd358a>).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

PROPOSAL

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Executed in the County of _____, State of _____.

Vendor Name/Financial Institution (Printed)

Federal ID Number (or n/a)

By (Authorized Signature

Date Executed

Printed Name and Title of Person Signing

OPTION #2 — EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Executed in the County of _____, State of _____.

Vendor Name/Financial Institution (Printed)

Federal ID Number (or n/a)

By (Authorized Signature

Date Executed

Printed Name and Title of Person Signing

PROPOSAL

SUFFICIENT FUNDS DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)
Labor Code section 2810

I, _____, declare that I am the _____ [title] of _____ [company name] (hereinafter "Company"), which is making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit the Company to comply with all applicable local, state, and federal labor laws and regulations during the Project, including payment of applicable prevailing wages, and that the Company will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have executed this Sufficient Funds Declaration on _____, 20__, at _____ [city], California.

Contractor Name (Printed)

By (Authorized Signature)

Printed Name and Title of Person Signing

PROPOSAL

CONTRACTOR: _____

BID SCHEDULE **FSRP Critical Erosion Repair Project**

This proposal shall be completed by the bidder, with the unit prices written in numerals, and the extensions shall be made by him. Stipulations will not be considered.

ITEM NO.	WORK OR MATERIAL	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LS	_____	_____
2	Construction Surveys (Pre and Post)	1	LS	_____	_____
3	Site 1 Riprap	2,400	TN	_____	_____
4	Site 2 Riprap	5,000	TN	_____	_____
5	Site 3 Riprap	5,000	TN	_____	_____
6	Turbidity Curtains	1	LS	_____	_____
7	Water Quality Testing and Reporting	1	LS	_____	_____
8	Hydroseeding	1.72	ACRE	_____	_____

TOTAL FOR SCHEDULE

\$ _____

Note: The above items shall include in their bid amount the cost of furnishing and installing (F&I) each bid item as applicable.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 by and between the Lower San Joaquin Levee District called the "District" and _____, hereafter called the "Contractor";

WITNESSETH: That the District and the Contractor, for the consideration hereinafter named, agree as follows:

1. This Contract is for the FSRP Critical Erosion Repair Project for Lower San Joaquin Levee District (District).
2. The Contract includes all of the Contract Documents, to wit: the Notice to Bidders, the Instructions to Bidders, the accepted Proposal, Proposal Bid Schedule, and Proposal attachments, this Contract Agreement, the Specifications, the General Conditions, the Special Conditions, the Drawings, and all Addenda setting forth any modifications or interpretations of any said Documents. All said Documents are hereby incorporated in and made a part of this Agreement.
3. The Contractor shall furnish all labor, materials, equipment, other facilities and perform in a good and workmanlike manner free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all work under the Contract for the District in strict conformity with the Contract Drawings, plans, and Specifications and to the approval and entire satisfaction of the District.
4. This Work is "public work" and therefore the Contractor and any subcontractors shall perform the Work as "public work" pursuant to the prevailing wage laws, California Labor Code § 1720 et seq. Copies of the prevailing rate of per diem wages are available on the internet at <http://www.dir.ca.gov/DLSR/PWD> and upon request from the office of the Lower San Joaquin Levee District. The Contractor and any subcontractors shall comply with California Labor Code §§ 1720-1861, specifically including but not limited to reporting requirements in Labor Code section 1771.4(a)(3)(A), § 1775 (payment of wages and penalties) and § 1776 (payroll records), and California

Code of Regulations title 8, §§ 16000-16414, specifically including but not limited to § 16451 and § 16461 and any successor statutes or regulations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall post job site notices as required by Labor Code § 1771.4(a)(2) and the relevant regulations, including but not limited to California Code of Regulations, title 8, § 16451(d). The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers, and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

5. The District will pay the Contractor in current funds for the performance of the Contract the sums stated in the Proposal Bid Schedule, in the manner, at the time and upon the conditions as stated in the Contract Documents, and will otherwise fulfill its obligations as provided in the Contract. It is agreed and stipulated between the District and the Contractor, that damage will be sustained by the District from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the District will sustain by such delays. The parties agree that the sum of five hundred dollars (\$500) per calendar day for each and every day's delay beyond the time prescribed to complete the Work has been agreed to by the parties as a fair estimate of the damage to be suffered by the District from and as a direct result of such delay. The

time set for the completion of this Work is set forth in the Instructions to Bidders. If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

6. All time limits stated in the Contract Documents are of the essence of this Agreement.
7. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.
8. This Contract contains all covenants, stipulations and provisions agreed upon by the parties hereto. No oral representations or other agreements have been made by the District except as stated in this Contract. No agent or representative of either party has authority to make and the parties shall not be libel for, any statement, representation, promise or agreement not set forth herein. This Contract may not be changed in any way except as provided herein, and no term or provision hereof may be waived by the District except in writing duly signed by its duly authorized officer or agent.
9. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.
10. Should any provision of this Contract be declared or determined by any court or arbitrator of competent jurisdiction to be illegal, unenforceable, or invalid, the validity and enforceability of the remaining parts, terms, or provisions shall

not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Contract.

11. In addition to specific provisions in this Contract which are deemed to survive termination of this Contract, all other provisions which the District deems necessary to enforce its rights and remedies under this Contract shall be deemed to survive termination hereof.
12. The existence, validity, construction, and operation of this Contract, and all of its covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the laws of the State of California.
13. Except as otherwise specifically provided in this Contract, each party shall be responsible for any attorney's fees in connection with any action to enforce this Contract.
14. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
15. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
16. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.
17. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.
18. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the

corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lower San Joaquin Levee District

By: _____

Contractor

By: _____ And: _____
(Title) (Title)

(Seal if a Corporation)

California Contractor License No. _____

Classification _____

Federal Employer Identification No. _____

DIR Registration No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
hereinafter called "Principal" and _____
of _____ State of _____ hereinafter
called the "Surety," are held and firmly bound unto Lower San Joaquin Levee District, hereinafter
called "District," in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a
certain Contract with the District, dated the _____ day of _____, 2026, a copy
of which is hereto attached and made a part hereof for the construction of the FSRP Critical Erosion
Repair Project, including all appurtenances thereto, all as set forth in the Contract Documents entitled
"FSRP Critical Erosion Repair Project".

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms conditions and agreements of said Contract during the original term
thereof, including the term of any warranty, and any extensions thereof which may be granted by the
District, with or without notice to the Surety, and if he/she shall satisfy all claims and demands
incurred under such Contract, including any claims or demands under the warranty, and shall fully
indemnify and save harmless the District from all costs and damages which it may suffer by reason
of failure to do so, and shall reimburse and repay the District all outlay and expense which the District
may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration to, deletion from, or addition to the terms of the Contract or
to the Work to be performed thereunder or the specifications accompanying the same shall in any
way affect or excuse its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration to, deletion from, or addition to the terms of the Contract or to the Work
or to the specifications.

Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

(Principal) Secretary

(Seal)

Principal

By _____,

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

(Seal)

Surety

(Witness as to Surety)

By _____,
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
hereinafter called "Principal" and _____
of _____ State of _____ hereinafter called the "Surety,"
are held and firmly bound unto Lower San Joaquin Levee District hereinafter called "District," in the
penal sum of _____ dollars (\$_____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a
certain Contract with the District, dated the ____ day of _____, 2026, a copy of
which is hereto attached and made a part hereof for the construction of the FSRP Critical Erosion
Repair Project, including all appurtenances thereto, all as set forth in the Contract Documents
entitled, "FSRP Critical Erosion Repair Project". This Payment Bond is intended to comply with
Civil Code section 9550 et. seq.

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) any of the persons or entities
identified in Civil Code Section 9100, (2) amounts due under the Unemployment Insurance Code
with respect to Work or labor performed under Contract, or (3) for any amounts required to be
deducted, withheld, and paid over to the Employment Development Department from the wages of
employees of the Contractor and Subcontractors pursuant to §13020 of the Unemployment
Insurance Code with respect to the Work and labor, then surety will pay for the same, and also, in
case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

PROVIDED, FURTHER, pursuant to Civil Code section 9554(c), this payment bond shall be
conditioned for the payment in full of the claims of all claimants and Surety's obligation hereunder
shall inure to the benefit of any of the persons or entities identified in Civil Code § 9100 so as to give
a right of action to those persons or entities or their assigns in any suit brought upon this bond.
Further, no final settlement between the District and the Contractor shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

(Principal) Secretary

Principal

(Seal)

By _____,

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

(Seal)

(Witness as to Surety)

By _____,
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

**CERTIFICATE OF COMPLIANCE WITH WORKERS COMPENSATION LAWS TO BE
EXECUTED BY CONTRACTOR AND SUBMITTED WITH INSURANCE CERTIFICATES**

The undersigned declares:

I am the _____ of _____, the Contractor to whom this public works contract has been awarded.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Contractor

SECTION 1

GENERAL CONDITIONS

1 – 1 INTENT OF THE CONTRACT DOCUMENTS. The Contract Documents as listed in the Instructions to Bidders are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the Contract Documents is to require a complete and finished job. The Contract price shall include the cost of all labor and materials, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the Work. In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by engineers and the trade.

1 – 2 DEFINITIONS.

DISTRICT	Lower San Joaquin Levee District, acting through its Board of Directors.
CONTRACTOR	The person, firm or corporation duly licensed in the State of California, to whom the within Contract and schedule is awarded by the District and who is subject to the terms hereof. The word "Contractor" in printed form of Contract shall be the same as the "General Contractor".
ENGINEER	KSN, Inc., Construction Manager, Stockton, California, acting either directly or through properly authorized agents, shall administer bidding, contract administration, and project management. KSN Inc., Design Engineer, Stockton, California, acting either directly or through properly authorized agents, shall review submittals and project design changes.
SUPERINTENDENT	The executive representative of the Contractor, present on the Work at all times, authorized to receive and fulfill instructions from the District.

ACT OF GOD	Acts of God shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
DRAWINGS	The Plans, profiles, maps, and drawings which show the location, character, dimensions, and details of the Work to be done. They include drawings furnished for bidding purposes and listed in Section 2 which may or may not be modified and/or appended by addenda during bidding or change orders during construction.
SPECIFICATIONS	The General and Special Conditions included in Sections 1 and 2, respectively, and all subsequent technical specification sections furnished herewith, and the latest version of the Caltrans Standards where appropriate.
WORK	All the Work specified in the Contract Documents or indicated on the Drawings.
ASTM	American Society for Testing Materials, current designation.
DAY	All references to "day" are meant to be calendar day unless otherwise noted.

1 – 3

BONDS.

1. BID BOND. Bid Bond will be required as provided in Paragraph 3 of Instructions To Bidders.

2. PERFORMANCE AND PAYMENT BONDS.

A. A bidder to whom the Contract is awarded shall, at the time of delivery of an executed Contract to the District, furnish a surety bond conditioned upon the full and faithful performance of all obligations required to be performed under the Contract and full performance and verity of all warranties and guaranties therein contained. Said bond shall be in an amount not less than one hundred percent (100%) of the Contract amount.

B. Also at the time of delivery of an executed Contract to the District, a

bidder to whom the Contract is awarded shall furnish, in accordance with Title 14, Chapter 7, of the Civil Code, commencing with section 9550, a surety bond for materials and labor. The Payment Bond shall be in a sum not less than one hundred percent (100%) of the Contract amount. The bond shall provide that if the original contractor or subcontractor fails to pay the persons named in Civil Code section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors, or fails to satisfy other requirements set forth in Civil Code section 9554, the bond shall inure to the benefit of persons performing labor or furnishing material in connection with the Work of the Contract. The Payment Bond shall be on the form provided by the District.

- C. Said bonds shall be furnished in the District's standard forms and shall be obtained from an admitted surety insurer, satisfactory to the District, authorized to do business in the state of California, which maintains in said state at least one office for the conduct of its business. Said Surety (or Sureties) shall furnish reports as to its (their) financial conditions from time to time as requested by the District. The premiums for said bonds shall be paid by the bidder.
- D. In accordance with section 995.660 of the Code of Civil Procedure, the surety company shall also submit to the District the following:
 - 1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument which entitles or authorizes the person executing the bond to do so. These documents must be provided within 10 calendar days of demand upon the Surety (bonding company) and are usually, routinely, included with the bond.
 - 2. A certified copy of the certificate of authority of the Surety

issued by the Insurance Commissioner of the State of California. This must also be provided within 10 calendar days.

3. A certificate from the clerk of the county in which District is located (Merced County) which would state that the certificate of authority of the Surety has not been surrendered, revoked, canceled, annulled or suspended.
 4. Copies of the Surety's most recent annual statement and a quarterly statement filed with the Department of Insurance. This statement should indicate that the net worth of the Surety is greater than the amount of the bond.
- E. If any Surety becomes unacceptable to the District, becomes disqualified to do business in California or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of Work contemplated by this Contract. Failure to provide any of the bonds required by these Contract Documents is a material breach by the Contractor giving rise to a right of termination on the part of the District.
- F. If the Contractor fails to furnish such additional security, the District, at its sole option, may obtain the additional security in an amount equal to the value of the Work remaining to be done under the Contract, as deemed by the District, and recover the cost of such additional security from the Contractor. The District is under no obligation to do so. Failure to do so will in no way create liability on the part of the District, nor will it relieve the Contractor of any liability.
- G. In the event of any conflict between the terms of the Contract and the terms of said bonds, the terms of the Contract shall control and said bonds shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted

to it by the Contract in the event of default, without control thereof by the Surety (or Sureties), regardless of the terms of said bonds, the exercise of any such right by the District shall in no manner affect the liability of the Surety (or Sureties) under said bonds.

1 – 4

CONTRACTOR'S WORKERS' COMPENSATION INSURANCE.

A. GENERAL. The Contractor shall comply with and be subject to the provisions of Division II, Part 7, Chapter 1, Article 5, of the Labor Code, commencing with section 1860, pertaining to the securing of workers' compensation. In accordance with the provisions of section 3700 of the Labor Code, the Contractor shall maintain, and shall see that each subcontractor upon the project maintains, worker's compensation insurance or equivalent coverage for all persons who they may employ in carrying out the Work under this Contract. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

B. LIMITS. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

C. CERTIFICATES. The Contractor will be required to submit a certificate of insurance as evidence of coverage. The Contractor shall obtain such certificates from each subcontractor, and submit the same to the District before allowing any subcontractor to work upon the premises. The Contractor shall provide a waiver of subrogation endorsement from its workers' compensation carrier.

D. CERTIFICATE OF COMPLIANCE. The Contractor shall execute and submit a certificate of compliance with workers compensation laws using the form furnished herein.

1 – 5

CONTRACTOR'S LIABILITY INSURANCE.

A. GENERAL. The Contractor and any subcontractor shall at their own expense provide and maintain in effect at all times during the performance of the Work, comprehensive commercial general liability and automobile liability insurance in the amounts given herein, on policy forms satisfactory to the District. Such liability insurance shall indemnify the Contractor and any subcontractor against loss from liability imposed by law upon, or assumed under contract by, the Contractor or any subcontractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability. The general liability policy shall cover bodily injury and property damage liability, premises, operation, owned and non-owned equipment, blanket contractual liability, products and completed operations liability, explosion, collapse, underground excavation, and removal of lateral support. The automobile liability policy shall cover all owned, non-owned, and hired automobiles. Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers admitted or authorized to transact insurance in California and having a current A.M. Best rating of no less than A:VII or equivalent, or as otherwise approved by the District.

C. COVERAGE. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) and Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto).

D. LIMITS. The Contractor shall maintain limits no less than the following on a "per occurrence" basis:

(1) General Liability

General Aggregate:	\$2,000,000
Products and Completed Operations, Aggregate:	\$2,000,000
Personal and Advertising Injury, Aggregate:	\$2,000,000
Each Occurrence:	\$2,000,000
Fire Damage (any one fire):	\$50,000
Medical Expenses (any one person):	\$5,000

(2) Automobile Liability

Combined bodily injury and/or property damage,
single, each accident limit: \$2,000,000

E. REQUIRED PROVISIONS. Such insurance shall contain, or be endorsed to contain, provisions as follows:

1. Naming the District, the Engineer, the Project Observer and their respective directors, officers, agents, employees and authorized volunteers as additional insured parties on all policies submitted for the subject project (via ISO endorsement at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01) with respect to liability arising out of or connected with Work or operations performed by or on behalf of the Contractor under the Contract, including materials, parts, or equipment furnished in connection with such Work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Engineer and their respective directors, officers, employees, or authorized volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Endorsements shall also state that the inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

2. Providing contractual liability coverage for the Contractor's obligations under the Specifications as respects to liability arising out

of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.

3. Providing coverage for explosion, collapse and underground hazards.

4. Each insurance policy required by the Contract shall state, or be endorsed to state, that coverage shall not be canceled or reduced by the insurance carrier or the Contractor until 30 days (10 days for non-payment of premium) after the District and the Engineer shall have received notice by certified mail of such cancellation or reduction.

5. Providing "cross liability" or "severability of interest" coverage for all named insureds; providing that the coverage afforded the additional named insureds shall not be prejudiced by any failure of the Contractor to comply with notice requirements of the policy. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, the Engineer and their respective directors, officers, employees, or authorized volunteers.

6. Providing that any other insurance maintained by the District or Engineer is excess and not contributing insurance with the insurance required herein. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, the Engineer and their respective directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, the Engineer and their respective directors, officers, employees, or authorized volunteers shall not contribute to it. For clarity and to avoid confusion, the Contractor's insurance coverage shall be primary and at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers,

employees, and authorized volunteers.

F. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

1 – 6 ALL RISK INSURANCE. The Contractor shall secure "All Risk" Type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the District, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the District. The policy shall name as the insured the Contractor and the District.

1 – 7 SUBROGATION. The Contractor shall waive all rights of subrogation against the District, the Engineer and their respective directors, officers, employees, or authorized volunteers.

1 – 8 EVIDENCES OF INSURANCE. Prior to execution of the agreement, and as a condition precedent to execution of the Contract by the District, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include and conform to the requirements of subsection 5.E, above. The Contractor shall also deliver signed copies of the policies and all endorsements, and the receipts for payment of premiums thereon. Evidence of insurance submitted by the

Contractor shall be rejected as non-responsive if (1) any certificate of insurance does not reflect the required limits, endorsements, amendments and other requirements stated above, or (2) the entire policy with amendments is not submitted to the District.

1 – 9

CONTINUATION OF COVERAGE. If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the District (if builder's risk insurance is applicable) to the District at least ten (10) days prior to the expiration date.

1 – 10

INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless and defend the District, the Engineer, the Project Observer and all directors, officers, employees, or authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, allegations, awards, judgments, proceedings, settlements, damages, costs, expenses, attorneys' fees, expert fees as an item of costs, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including the District and/or Contractor, or any directors, officers, employees, or authorized volunteers of the District or Contractor, and damages to or destruction or damage of property of any person, including but not limited to, the District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under the Contract Documents, however caused, except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers. To the extent permitted by law, when negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers is a contributing cause, but not the sole cause, the Contractor's duty to indemnify is reduced

proportionately, but not eliminated;

2. Any and all actions, claims, accusations, settlements, proceedings, awards, judgments, attorney's fees, expert fees as an item of costs, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation or alleged violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

3. Any and all losses, expenses, legal fees, expert fees (as an item of costs) and all damages (including but not limited to damages to the Work itself or any third party claims), and other costs, which any of them may incur with respect to Contractor's failure, neglect, or refusal to faithfully perform the Work or meet all of the Contractor's obligations under the Contract or as a result of any defective performance.

B. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the District or its directors, officers, employees, or authorized volunteers. The District shall have an opportunity to approve counsel the Contractor selects and retains the right to select its own counsel at the Contractor's sole cost and expense.

C. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

D. Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, or authorized volunteers.

E. Contractor's obligations required hereunder shall apply when the tender to the Contractor is made and is not dependent on the outcome of any

proceedings.

1 – 11

LABOR.

A. EMPLOYEE COMPENSATION AND HOURS.

1. This is a public work. While the Contractor is required to follow all applicable laws pertaining to payment of prevailing wages and applicable employment laws, the Contractor's attention is called to the following provisions in this Section 1-11. (This is not an exhaustive discussion and the actual statutory provisions, binding interpretations or regulations supersede this Section 1-11 to the extent of any inconsistency or conflict). Contractor and its subcontractors are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with section 1720, pertaining to public works, and are responsible for ascertaining and applying those requirements. Any person who willfully violates Labor Code section 1776 is guilty of a misdemeanor. See Labor Code section 1777. Violations may also result in debarment as specified in Labor Code section 1777.1.

2. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1, Part 7 of the Labor Code, shall be paid for each craft, classification, or type of worker needed to execute this Contract. Contractor, and any subcontractor under it, shall be subject to penalties under Labor Code section 1775 for paying less than the prevailing wage rates.

3. Copies of the prevailing rates of per diem wages are on file at District's office and shall be made available on request. Alternatively, said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and 1773.1." The Internet address is <http://www.dir.ca.gov/>.

4. Contractor shall make available to the District any and all documents and provide such information as the District requests to demonstrate

compliance with prevailing wage laws.

5. Contractor and any subcontractor under it 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 it in connection with the Work, and shall certify and make those records available for inspection and otherwise comply with the provisions of Labor Code sections 1776 and 1812. Contractor and its subcontractors are subject to a penalty assessment for a failure to comply with these requirements. Any person who neglects to comply with the provisions of section 1776, pertaining to payroll records, is guilty of a misdemeanor. See also Labor Code section 1814.

6. Contractor and any subcontractor under it shall be subject to the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. Contractor and its subcontractors shall pay every apprentice employed in the execution of this Contract the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered, and shall otherwise comply with the provisions of that section. Contractor and its subcontractors are subject to penalty assessments under Labor Code sections 1777.6 and 1777.7 for a failure to comply with these requirements. Contractor and any subcontractors working under it shall not refuse to accept qualified employees as registered apprentices on any basis listed in subdivision (a) of section 12940 of the Government Code.

7. Contractor warrants that neither it nor any of its subcontractors is ineligible to work on public works projects pursuant to section 1777.1 or 1777.7 of the Labor Code. Contractor is prohibited from performing work on this Contract with an ineligible subcontractor.

8. Contractor and its subcontractors listed in accordance with the provisions of Public Contract Code section 4104 are, and at all times while performing the Work shall remain, registered and qualified to perform public work, pursuant to Labor Code sections 1725.5 and 1771.1. This Contract is

subject to cancellation by District upon determination that Contractor or any of its subcontractors is not in compliance with the provisions of those sections.

9. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Labor Code section 1771.4(a)(2), Contractor shall post job site notices, as prescribed by regulation. Contractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner, as required by Labor Code section 1771.4.

10. Contractor and its subcontractors shall not discriminate in the employment of persons upon this Work on any basis listed in subdivision (a) of section 12940 of the Government Code. Contractor and its subcontractors shall be subject to penalties for violations of this prohibition, as provided in Labor Code section 1735.

11. The time of service of any worker employed in the execution of this Contract is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by Contractor's employees in excess of 8 hours per day, and 40 hours during any one week, shall be permitted 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, or at any higher rate of overtime pay that may be required pursuant to a Department of Industrial Relations prevailing wage determination. Contractor or any subcontractor working under it shall be subject to penalties under Labor Code section 1813 for violations of these limitations.

12. Contractor shall secure the payment of worker's compensation to its employees performing the Work, in accordance with the provisions of sections 1860 and 3700 of the Labor Code and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to comply with those provisions.

B. NON-DISCRIMINATION OF EMPLOYMENT. The Contractor's attention is called to section 1735 of the Labor Code which reads as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall post all necessary notices and provide the District certification that they are in full conformance with these regulations.

C. FAIR EMPLOYMENT PRACTICES.

1. In the performance of this Contract, the Contractor will not discriminate against any employee or applicant as detailed in Government Code section 12940. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without respect to any discriminatory practice. The Contractor shall post in conspicuous places available to employees and applicants provisions of the Fair Employment Practices Act.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the District, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

1 – 12

QUANTITIES AND UNIT PRICES. The quantities noted in the schedule are approximations for comparing bids, and no claim shall be made against the District for excess or deficiency therein. Payment at the unit and lump sum prices set forth in the schedule will constitute payment in full for the completed Work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance

with the Contract, unless otherwise specifically provided or noted as Final Pay Items.

1 – 13 MEASUREMENT OF QUANTITIES. The quantities of Work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

1 – 14 CONTRACTOR'S PROGRESS PAYMENT REQUEST. The Contractor shall, in accordance with Public Contract Code section 20104.50, submit a request for a Progress Payment on a form that complies with the items of Work as set forth in the Proposal.

1 – 15 PROGRESS PAYMENTS.

Progress payments shall be payable as follows:

A. Contractor shall submit a request for progress payments within the first ten days of each calendar month unless otherwise approved by the Engineer. The District reserves the right to require the Contractor to provide statutory releases with the request for a progress payment.

B. An estimate of the Work completed by the Contractor in the preceding pay period shall be made and Contractor shall receive as partial payment an estimated amount corresponding to that Work. In case of Work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices, unless otherwise noted as Final Pay Items. In the case of Work for which a lump sum is named in the Contract, the Engineer may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within twenty (20) calendar days after the execution of the Contract Agreement in a form acceptable to the Engineer. No such partial payment of a lump sum item will be made to the Contractor until such lump sum price breakdown has been submitted and approved. Partial estimates on the basis of unit prices or lump sums shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the

Engineer, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract. Any amounts due the Contractor for extra work and the amount of any approved claims for extra cost through the preceding pay period shall be included. Any amounts due the District from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the District under the terms of the Contract shall be deducted. The progress payment shall be equal to ninety-five percent (95%) of the amount earned by the Contractor during the preceding pay period based on the findings and recommendation of the Engineer. The five percent (5%) retained will be held by the District until the final completion and acceptance of all Work under the Contract. No such progress payment or estimate shall constitute an acceptance of the Work or any portion thereof.

C. This project is funded by the State of California. The District will receive up to 75% of the total project cost from the State in advance of the District awarding the Contract. It is anticipated such advanced funding will be sufficient for the District to make prompt monthly payments to the Contractor through the penultimate month of the Contract time. The District must invoice the State in order to receive the balance of the funds committed by the State. Notice is hereby given to the Contractor that the final monthly progress payment and subsequent release of the five percent (5%) contract retention could be delayed up to six (6) months until the District receives the balance of project funds. As such, the time allocated to the District for making the final progress payment(s) to the Contractor will not be in strict accordance with Public Contract Code section 20104.50. Upon receipt of an undisputed and properly submitted payment request from the Contractor, the District shall make any progress payment to the Contractor within 30 days, or shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of section 685.010 of the Code of Civil Procedure, provided the total amount of such progress payments have not exceeded the advanced funds held by the District. After the advanced funds

have been depleted the District will submit reimbursement invoices to the State for the remaining project expenses, and will in good faith make the remaining progress payment(s) and retention release to the Contractor as soon as possible after receipt of the corresponding funds from the State. No interest shall be due to the Contractor for payments received more than 30 days after receipt by the District of a progress payment request, if the total payments to the Contractor have exceeded the advanced funding amount. Upon receipt of a progress payment request, the District shall act in accordance with the following:

1. Each payment request shall be reviewed by the District (or the Engineer on behalf of the District) as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available for the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds the seven-day return requirement set forth in paragraph C.2, above.

D. The Contractor shall comply with and is subject to the provisions of Public Contract Code section 7200, pertaining to retention proceeds withheld from a subcontractor. The District in its discretion may require releases as a condition of payment including but not limited to unconditional releases for past progress payments.

CONTRACTOR'S RIGHT TO SUBSTITUTE SECURITIES. The Contractor may substitute securities for any monies withheld to insure performance under the Contract in strict accordance with section 22300 of the Public

Contracts Code of the State of California.

1 – 17

STOP NOTICE PAYMENT. Per California Civil Code section 9358, upon receipt of a stop notice pursuant to Division 4, Part 6, Title 3, Chapter 4, Article 1 of the California Civil Code, commencing with section 9350, the District shall withhold from the Contractor, or from any person acting under the Contractor's authority, money or bonds (where bonds are to be issued in payment for the Work of improvement) due or to become due to the Contractor as payment for the Work in an amount sufficient to answer the claim stated in the stop notice, and to provide for the District's reasonable cost of any litigation thereunder. To this end, the District may also refuse to release money held in escrow pursuant to Public Contract Code section 22300.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the District a complete release of all stop notices arising out of this Contract, or receipts in full in lieu thereof and in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a stop notice could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any stop notice. If any stop notice remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a stop notice, including all costs and a reasonable attorney's fee. The provisions outlined in Public Contract Code section 7107 shall be a part of any action taken on stop notices.

1 – 18

ACCEPTANCE AND FINAL PAYMENT.

A. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Engineer will promptly make such inspection and may include the Contractor. The Engineer shall prepare a comprehensive list of items of the Work to be corrected

or completed by the Contractor. The exclusion of, or failure to include, any item on such list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract. The Engineer shall, after the inspection, establish a reasonable time in good faith for Contractor's completion of all items requiring correction or completion. The Contractor shall promptly and diligently proceed to complete or correct all items noted on such list within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete items requiring completion or correction within the time so established, Contractor shall be subject to assessment of Liquidated Damages in addition to any other remedy the District may have including but not limited to withholding all or part of the final progress payment and/or retention. In addition, if the Contractor's failure or refusal to complete all items of the Work requires correction or completion within the time so established, the District may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of such items of the Work requiring correction or completion, provided, however, that such election by the District shall be in addition to, and not in lieu of, any other right or remedy of the District under the Contract or at law. In the event that the District shall elect to complete items of the Work requiring correction or completion, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection therewith and the District may deduct such costs from any portion of the Contract then or thereafter due the Contractor. In the event the costs incurred by the District to perform the items requiring correction or completion shall exceed the remaining Contract amount due to the Contractor, the Contractor and the Contractor's Performance Bond Surety shall be liable to the District for any such excess costs. All remedies are cumulative and the exercise of one shall not preclude the exercise of another.

When the Engineer finds the Work acceptable under the Contract and the Contract fully performed, the Engineer will promptly issue a final certificate, over the Engineer's own signature, stating that the Work required by this Contract has been completed as of a stated date. Final Acceptance of the Work shall occur upon approval of the Work by the District; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Directors after the determination of the final approval by the Engineer. The District may then file a Notice of Completion with the County Recorder's Office within fifteen (15) days after the date of completion as permitted by the Civil Code of the State of California.

Notwithstanding anything to the contrary in this Section 1-18.A., if the District has provided in the Instructions to Bidders that all Work including punch list work shall be completed within the allotted contract time, then the liquidated damages shall be assessed if the Contractor has not completed all Work (including punch list items) within the allotted contract time.

- B. Undisputed portions of the final payment and of the retained percentage shall become due upon delivery by the Contractor to the District of a complete release of all stop notices and claims against the District, and the Engineer as agent of the District, arising out of this Contract, or receipts in full or other acceptable evidence of conformance, in lieu thereof, that there is no indebtedness, including payrolls or material bills connected with the Work which have not been paid for or completely satisfied, relating to said undisputed amounts, and an affidavit that so far as the Contractor has knowledge or information, that the releases and receipts include all the labor and material for which a stop notice could be filed relating to said undisputed amounts. Disputed contract claims in stated amounts may

be specifically excluded by the Contractor from the operation of the release. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any stop notice. If any stop notice remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a stop notice, including all costs and reasonable attorney's fees.

C. Per District procedure and Public Contract Code section 7107, the retention proceeds withheld from any payment by the District from the Contractor, or by the Contractor from any subcontractor, shall be subject to the following:

1. Between thirty-five (35) and sixty (60) days of the date of the completion of the Work of improvement, and subject to the Contractor's furnishing the District with releases per section B, above, the retention withheld by the District shall be released, and all monies due the Contractor under the provisions of these Contract Documents shall be paid. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

2. Within seven days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

3. The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the

retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

4. In the event that retention payments are not made within the time periods required by this section, the District or the Contractor withholding the unpaid amounts shall be subject to a charge of two (2) percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

D. Neither the acceptance of a portion or all of the Work by the District or Engineer, nor any possession taken by the District or its employees of any part of the Work, shall operate as a waiver of any provision of this Contract or any power herein reserved to the District or any right of the District to collect damages as herein provided. No payment shall operate to release the Contractor or his sureties from obligations under this Contract and under the Performance Bond, Payment Bond, and other bonds and warranties as herein provided. All prior certificates, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final payment. The provisions of Public Contract Code section 7100 shall apply to these Acceptance Provisions.

E. Pursuant to Public Contract Code section 7103.5, the Contractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

1 – 19

CONTRACT CHANGES AND PAYMENT THEREON. In accordance with section 7105(c) of the Public Contract Code, the District may make changes in the Work in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. The Contractor shall be paid for such changes in accordance with the provisions of the Contract governing payment for extra work or change, Sections 1-20 and 1-21, following.

1 – 20

EXTRA WORK. The District, without invalidating the Contract or relieving Contractor of any liability or obligations under the Contract Documents, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such Work shall be executed and performed under the conditions of the original Contract. In giving instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract sum shall be valid unless so ordered. The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract or subsequently agreed upon.
- (c) If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra work:
 - (1) Direct Labor Costs: Charges for cost of all of the labor furnished and used by the Contractor shall be made for manual classification up to and including general foremen. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel,

Time Keepers and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Notice To Bidders. No time or charges will be allowed except when the labor for which compensation may be obtained are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the Engineer.

- (2) Equipment Costs. Charges for the rental and operations of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of one thousand dollars (\$1,000.00) or less. Equipment time charges must be subject to the daily approval of the Engineer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Engineer and Contractor prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.
- (3) Material Costs. Charges for the cost of materials furnished by the Contractor shall be made provided that such furnishing was specifically authorized in the extra work order and the actual use verified by the

Engineer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.

- (4) Tools, Supplies, Overhead, Supervision and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of fifteen percent (15%) of the total direct Labor Costs, Equipment Cost and Material Costs, as defined above. A maximum charge of an additional five percent (5%) for the prime contractor will be allowed if Work is performed by a subcontractor. In the case of joint ventures, each party is considered a prime contractor.
- (5) Any extra work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.
- (6) Disputes regarding extra work costs shall be resolved in accordance with the provisions of Section 1 - 23. Notwithstanding the foregoing, Contractor shall proceed with the timely performance of the extra work regardless if there is a dispute and/or resolution of payment for the extra work.

1 – 21 CLAIMS FOR EXTRA COST. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within ten (10) calendar days after the receipt of such instructions. The notice shall detail the basis and justification for the claimed extra cost and shall include an estimate of the extra cost. No such claim shall be valid unless so made. Contractor acknowledges the importance of complying with this Section 1-21 as District needs to be able to timely and efficiently analyze such claim.

1 – 22

DISPUTES. Except as otherwise provided in this Contract, any dispute concerning matters relating to execution or progress of Work or interpretation of the Contract shall be decided by the Engineer, who shall reduce his decision to writing and use his best efforts to mail or otherwise furnish a copy thereof to the Contractor within 15 days if possible. If the Contractor disagrees with the Engineer's decisions, the Contractor may file a claim pursuant to Section 1-23, Resolution of Claims. Provided, that if no such claim is timely filed, the decision of the Engineer shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Engineer's decision.

1 – 23

RESOLUTION OF CLAIMS.

A. Resolution of public works claims which arise between the Contractor and the District shall be in accordance with the provisions of Article 1.5, Part 3, Division 2 of the Public Contract Code (section 20104 et seq.), as modified, including the following:

1. Claim Defined.

"Claims" means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

2. Administrative Procedures.

For any claim, as defined herein, the following requirements shall apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims with supporting documents must be filed within 15 days of the occurrence giving rise thereto. Failure to do so shall be deemed a waiver of the claim.

- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) The District's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) the District shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant.
(2) The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the claimant may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet-and-confer conference within

30 days for settlement of the dispute.

- (e) Following the meet-and-confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet-and-confer process, including any period of time utilized by the meet-and-confer process. Failure to present a timely claim pursuant to the Government Code provisions shall bar and preclude the filing of a civil action to resolve the dispute.

3. Civil Actions Filed to Resolve Claims.

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The

Civil Discovery Act (commencing with Code of Civil Procedure section 2016.010) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, arbitrators appointed for purposes of this article shall be experienced in construction law, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(3) In addition to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

B. In accordance with Public Contract Code section 9201, the District shall provide for timely notification of the Contractor of the receipt of any third party claim relating to the Contract.

1 – 24

ASSIGNMENTS. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the District. Any attempted assignment without prior written consent of the District is void and of no effect.

1 – 25

SUBCONTRACTS. Pursuant to Public Contract Code section 6109, the Contractor shall not employ any subcontractor that is ineligible to bid or work

on, or be awarded, a public works project pursuant to sections 1777.1 or 1777.7 of the Labor Code. The Contractor shall not employ any subcontractors that the Engineer may object to as lacking capability to properly perform Work of the type and scope anticipated. No changes will be allowed from the approved subcontractor list without the written approval of the District in accordance with Public Contract Code section 4100 et seq. The Contractor agrees that he is fully responsible to the District for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. The Contractor shall comply with and is subject to the provisions of Public Contract Code section 7200, pertaining to retention proceeds withheld from a subcontractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the District.

1 – 26

SEPARATE CONTRACTS. The District reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's Work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute the Contractor's acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work. To ensure the proper execution of the Contractor's subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Engineer any discrepancy between the executed Work and the Drawings.

1 – 27

DISTRICT'S RIGHT TO TERMINATE CONTRACT.

A. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default as determined in the sole discretion of the District: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will ensure completion within the Contract Time, or if the Contractor fails to complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (vi) if the Contractor disregards proper directives of the Engineer or the District; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or

limiting any other right or remedy of the District under the Contract Documents or at law. No delay or omission to exercise any right, power, or remedy accruing to the District under this Contract shall impair any right, power, or remedy of the District, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this District (1) shall be effective unless it is in writing and signed by District; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

B. In the event that the Contract is terminated pursuant to this section, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

C. In the event that the Contract is terminated pursuant to this section, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

C. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

D. In the event of termination under this section, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract amount, the Contractor and/or the Surety shall pay the difference to the District. The Contractor and the Surety shall pay the difference to the District within 30 days from a demand from the District. The District reserves the right to make more than one demand if circumstances in the sole discretion of the District justify more than one demand.

E. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this section, including without limitation all costs necessary for repair and completion of the Work over and beyond the Contract amount. The Contractor and Surety shall pay for such damages and costs within 30 days from a demand from the District. The District reserves the right to make more than one demand if circumstances in the sole discretion of the District justify more than one demand.

F. In the event the Contract is terminated under this section, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the

District and the Contractor shall be determined in accordance with paragraph H. below.

G. In the event the Contract is terminated pursuant to this section, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this section are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents as all remedies are cumulative. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

H. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District.

1 – 28

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT. If all of the Work of the project shall be stopped under an order of any court or other public authority for a period of three (3) calendar months through no fault or act of the Contractor or of any employee, subcontractors or agents of the Contractor, then the Contractor may on seven (7) days' written notice to the District elect to terminate this Contract

and recover from the District payment for all Work executed to such date of election, any losses sustained on any plant or material and a reasonable profit on the Work completed or done by the Contractor to the date of such written notice. This shall be the sole remedy of Contractor under this Contract against the District, the Engineer, their agents or employees, but the Contractor shall retain all rights and causes of action against any other party than the aforementioned for interference with the Contract.

1 – 29

CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, existing utilities, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, local traffic, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Engineer or the District, either before or after the execution of this Contract, shall affect or modify any one of the terms or obligations herein contained. The Contractor shall be solely responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

1 – 30

DRAWINGS AND SPECIFICATIONS FURNISHED. Drawings furnished herewith are for bidding purposes. The District will furnish to the Contractor, free of charge, all copies of working Drawings and Specifications reasonably necessary for the execution of the Work.

1 – 31

DRAWINGS AND SPECIFICATIONS ON THE WORK. In the event that the Contractor shall encounter any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents, it shall be affirmative obligation of the Contractor to timely notify the Engineer, in writing, of the condition encountered and to request information from the Engineer necessary to address and resolve any such ambiguity, conflict, error or

omission before proceeding with any portion of the Work affected or which may be affected by such ambiguity, conflict, error or omission. In the event that the Contractor shall fail to so timely notify the Engineer in writing of any ambiguity, conflict, error or omission encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such ambiguity, conflict, error or omission, the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected by such ambiguity, conflict, error or omission. Neither the Contract Time nor the Contract amount shall be subject to adjustment in such event. In requesting information of the Engineer to address and resolve any ambiguity, conflict, error or omission encountered in the Contract, the Contractor shall act with promptness in submitting any such written request so as to allow the Engineer a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such ambiguity, conflict, error or omission upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor fails to timely request information from the Engineer. The foregoing provisions notwithstanding, in the event that the Engineer reasonably determines that any of Contractor's request(s) for information pursuant to this section (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Engineer and any other design consultant to the Engineer or the District. In responding to any of Contractor's request(s) for information, the Engineer shall, in the response, indicate if the Engineer has made the determination pursuant to

the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District shall be authorized to deduct such amount from any portion of the Contract amount then or thereafter due the Contractor.

1 – 32 OWNERSHIP OF DRAWINGS. All copies of Drawings and Specifications furnished by the District are the property of the District. They are not to be used on other work, and with the exception of the signed Contract set, are to be returned to the District on request, at the completion of the Work.

1 – 33 CONFLICTS BETWEEN THE SPECIFICATIONS AND THE DRAWINGS. In case of conflict between the Specifications and the Drawings, the Specifications will have precedence.

1 – 34 SHOP AND FABRICATION DRAWINGS. Drawings furnished to the Contractor by the District shall not be construed as shop or fabrication Drawings. The Contractor shall furnish to the Engineer five (5) copies of all shop and fabrication Drawings which are required prior to the fabrication or placement of any or all items. Shop and fabrication Drawings shall be submitted at least forty-five (45) calendar days before the materials indicated thereon are to be needed or earlier if required to prevent delay in the Work. Within thirty (30) calendar days after receipt of shop or fabrication Drawings, or both, the Engineer will return one copy of these Drawings to the Contractor marked "No Exceptions Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected-Resubmit". The Contractor shall then correct the shop or fabrication Drawings, or both, as requested by the Engineer, or resubmit an alternate and perform the Work in accordance with the corrected Drawings or acceptable alternate thereto. The District reserves the right to require, at no additional cost over the unit prices bid in the schedule, such modifications or alterations as deemed necessary by the Engineer. Notwithstanding the above provisions, the Contractor shall be responsible for obtaining proper fit and dimensions, and adequate strength to withstand dynamic and static loadings on the materials and equipment

furnished by him. The Engineer's review of fabrication Drawings will apply only to the general arrangement of the materials or equipment. Fabrication or other Work done prior to the Contractor's receipt of the reviewed shop and fabrication Drawings shall be done entirely at the Contractor's risk.

1 – 35 SUPERINTENDENCE AND SUPERVISION.

The Contractor shall keep on the Work during its progress a Superintendent, necessary assistants, and workmen, all of whom are competent and satisfactory to the District. The Superintendent shall not be changed except with the consent of the District, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employment. The Superintendent shall represent the Contractor in his absence and all directions given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall give proper supervision to the Work, using the best skill and attention. Neither party shall employ or hire any employee of the other party without proper consent.

1 – 36 TOOLS AND EQUIPMENT. If, at any time before the commencement or during the progress of the Work, tools, plant, or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the Work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, accelerate the Work, to improve their character, to augment their number, or to substitute new tools, plant, or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Engineer to demand such increase in efficiency, number, or improvement shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract to the satisfaction of the District. Any action or directive by the Engineer in connection with this section shall be without compensation to the Contractor.

1 – 37 OBSERVATION OF WORK. The District, the Engineer, and his representatives shall at all times have access to the Work wherever it is in

preparation or progress and the Contractor shall provide proper facilities for such access and for observation. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for observation and, if the observation is by an authority other than the Engineer, of the time fixed for such observation. Observations by the Engineer shall be made promptly and where practicable, at the source of supply. If any Work should be performed without approval or consent of the Engineer, it must, if required by the Engineer, be exposed for examination at the Contractor's expense, irrespective of whether the Work exposed is found to be defective or not. Re-examination of questioned Work may be ordered by the Engineer, and if so ordered, the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the District will pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract Documents, the Contractor shall immediately pay such cost, unless he shall show that the defect in the Work was caused by another contractor, and in that event, the District will pay such cost. The observation of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed nor constitute approval or acceptance of the Work, and defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted for payment. If the Work, or any part thereof, shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall within ten (10) calendar days make good such defect without compensation in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective Work or to remove condemned materials from the Work within ten (10) calendar days after direction by the Engineer in writing to do such repair Work or remove such materials, the District may make the ordered repairs or remove the condemned materials

and deduct the cost thereof (including but not limited to costs of third party contractor's, engineer fees and testing costs) from any monies due the Contractor. For clarity, the District shall not be obligated to permit Contractor to correct any defective Work beyond permitting Contractor one opportunity to correct such Work.

1 – 38

SAMPLES AND TESTS. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Work for testing or examination as requested by the Engineer. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations and such special methods and tests as are prescribed in these Specifications. The Contractor shall furnish the District five certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the District shall not be incorporated in the Work, unless the Engineer shall have notified the Contractor in writing that such testing and inspection will not be required. The Contractor shall furnish, without charge, such samples of materials as are requested by the Engineer. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material.

1 – 39

SURVEYS. Temporary control points and limits of work will be provided on the Drawings. The Contractor shall perform construction staking for establishment of limits of work, prior to commencement of construction. The Contractor shall make a general check of all lines, dimensions and elevations, and shall make all necessary rechecks during the progress of the Work to avoid errors in construction. Furthermore, the Contractor shall check each unit of Work as it is completed in order to insure the proper

installation of subsequent Work. The Contractor shall be responsible for proper dimensions and fittings of all items of Work or materials being performed or installed by Contractor. Should any discrepancy be found in lines, dimensions, or elevations they shall be reported to the Engineer immediately. The Contractor shall perform a post-construction survey to document pertinent data relating to the newly installed pipes and structures in accordance with the Plans and Specifications.

1 – 40

ENGINEER'S STATUS. The Engineer will visit the jobsite at appropriate intervals during construction to observe the Work in progress in order to determine if the Work is proceeding in general accordance with the Contract. The Engineer shall provide lines and grades contemplated under the Contract. He shall also have authority to reject all Work and materials which he discovers do not conform to the Contract. The undertaking of periodic observations by the Engineer shall not be construed as supervision of the actual construction nor make the Engineer or District responsible for providing a safe place for the performance of the Work by the Contractor, subcontractors or suppliers, or by agents or employees of the Contractor, subcontractors or suppliers; or for access, visits, use, work, travel or occupancy by any person.

1 – 41

PROTECTION OF WORK AND PROPERTY. Until the completion and final acceptance by the District of all the Work under and implied by this agreement, the Work shall be under the Contractor's responsible care and charge. The Contractor shall maintain continuously adequate protection, including the erection of temporary fences if required, to prevent damage to its Work, and shall protect the District's property from injury or loss arising in connection with this Contract. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the District. The Contractor shall adequately protect adjacent property which shall include livestock and crops. The Contractor

shall protect property from damage which might result from excavating and backfilling. The Contractor shall provide and maintain all passageways, barricades, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall use extreme care during construction to prevent damage from dust to adjacent property. The Contractor shall sprinkle the right-of-way or take other dust abatement preventive measures as directed by the Engineer. No direct payment will be made to the Contractor for any dust control Work, but all compensation, therefore, shall be included in the prices bid in the Bid Schedule for the various items of Work. The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor or its employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor. The Contractor shall be responsible for any damage caused by drainage or storm water run-off from construction areas and from construction plant areas. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and shall so act, without appeal, if so instructed or authorized.

1 – 42

RESPONSIBILITY REGARDING EXISTING UTILITIES, STRUCTURES AND PRIVATE PROPERTY.

Pursuant to section 4215 of the Government Code, the District agrees to assume the responsibility, between the parties to the Contract, for the timely removal, relocation, or Contract, if such utilities are not identified by the District in the Contract Documents. 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 Contract Documents 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 District or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the District from identifying main or trunklines in the Contract Documents.

If Contractor while performing the Contract discovers utility facilities not identified by District in the Contract Documents, Contractor shall immediately notify the District and the utility in writing.

This section does not relieve Contractor of its obligations under the Regional Notification Center System, section 4216 et seq., of the California Government Code.

1 – 43 THIRD PARTY CLAIMS. In accordance with Public Contract Code section 9201, the District shall provide notification to the Contractor of the receipt of any third party claim relating to the contract.

1 – 44 LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future State and National laws, ordinances and regulations of the District, and the Division of Industrial Safety, which in any way affect those engaged or employed in the Work, or which in any way affect the conduct of the Work, and 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 of Contractor's agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees. The

Contractor shall give all notices required by law. The Contractor shall be liable for all violations of the law in connection with Work furnished by the Contractor, and shall protect and indemnify the District, the Engineer and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, rules, regulations, orders, or decrees, whether by Contractor or its employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications or Contract for the Work in relation to any such law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing, and any necessary changes shall be made by written instruction or change order. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, regulations, orders, or decrees, and without giving notice to the Engineer, the Contractor shall bear all costs arising therefrom. The Contractor acknowledges that the Contract Documents make numerous references to code sections and regulations. If there is any discrepancy or conflict between the Contract Documents language and description of a code section, or a reference is incomplete, the actual statutory or code language shall control.

1 – 45 POLLUTION. The Contractor shall conform to all federal, state and local requirements regarding water pollution. He shall further comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.

1 – 46 SANITATION. The Contractor shall provide adequate sanitary facilities according to state laws and local ordinances.

1 – 47 SAFETY. The Contractor shall execute and maintain its Work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out the Work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature

of the Work and the conditions under which the Work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures. Safety precautions also include compliance with all laws and regulations relating to heat protection and the provision of adequate drinking water to workers. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed at the project site. Contractor shall obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by the California Labor Code, prior to the initiation of any practices, work, method, operation, or process related to the Work. Permits required by governmental agencies will be obtained at Contractor's expense.

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ACCIDENTS. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the District all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported

immediately by telephone or messenger to both the Engineer and the District. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

1 – 49 CLIMATIC CONDITIONS. The Engineer may order the Contractor to suspend any Work that may be subject to damage by climatic conditions.

1 – 50 RIGHTS-OF-WAY. Except as noted herein, the District will provide the right-of-way for permanent Works and access to the site. The Contractor will be permitted to use the right-of-way for access and construction purposes. The Contractor shall properly maintain or restore all private roads, lanes, walkways, bridges, culverts, gates, fences and other structures that are damaged or removed by the Contractor. Upon completion of the construction Work, the Contractor shall restore ground surfaces and access roads to the original conditions and to the satisfaction of the Engineer at no additional cost to the District. The Contractor shall not be entitled to extra compensation for hardships and increased cost caused by the Work being routed adjacent to telephone, telegraph or communication lines and guy wires, power lines and guy wires, pipelines, drains, and other obstacles which may physically restrict or limit the use of the construction right-of-way. In some cases, such physical confinement may necessitate special methods of construction of the Work.

1 – 51 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. He shall defend all suits for infringement of any patent rights and shall save the District harmless from loss on account thereof, except that the District shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Engineer.

1 – 52 PERMITS AND RESPONSIBILITIES. The Contractor shall, without additional expense to the District, obtain all necessary licenses and permits,

pay fees and deposits, and arrange for inspection, as required by applicable governmental rules, regulations, codes, and ordinances, all as required for the prosecution of the Work. Copies of all such licenses and permits shall be furnished to the District before commencement of the Work. The Contractor shall be responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the Work.

1 – 53 TAXES AND FEES. The Contractor shall pay all sales and other taxes that may be required by law, and the Contractor shall pay all license and other fees that may be required by any agency having jurisdiction.

1 – 54 DELAYS AND EXTENSION OF TIME. If the Contractor believes that it is delayed at any time in the progress of the Work by any act or omission or neglect of the District or its agents or employees, or by any other contractor employed by the District, or by changes ordered in the Work, or by strikes, lockouts, fire, climatic conditions, unusual delay in transportation, Act of God, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may order in writing. No such extension shall be made for delay occurring more than seven (7) calendar days before claim, therefore, is made in writing to the Engineer. If the Contractor wishes to make a claim for an increase in the Contract time, the claim shall include, but not be limited to, all facts supporting the claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the District's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on completion date , and (e) why Contractor could not mitigate the delay impacts. In no event will the Contractor be allowed to reserve its rights to assert a claim for a time extension, unless the District expressly agrees in writing to allow the reservation. In the case of a continuing cause

of delay, only one claim is necessary. If no schedule or agreement stating the dates upon which Drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish Drawings until two (2) weeks after demand for such Drawings and not then unless such claim be reasonable. If the Contractor disagrees with the Engineer's decision, the Contractor may file a claim pursuant to Section 1-23, Resolution of Claims. The parties agree that seven (7) calendar days is a reasonable amount of time to require notice under Civil Code Section 1511.1. If Contractor fails to timely submit the written notice Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance, regardless of the merits of the defense. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that the requirement of a timely written notice is of critical importance to the District's Project management and the mitigation of Project costs and delays.

1 – 55

NOTICE OF EXCUSE FOR NONPERFORMANCE. If Contractor believes that acts or omissions of the District or the Engineer have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on the District's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance, Contractor shall provide written notice of the excuse within seven (7) days of the District's alleged acts or omissions. The notice shall provide any and all facts in support of the claimed excuse for non-performance. If Contractor fails to timely submit the written notice Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance, regardless of the merits of the defense. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that the requirement of a timely written notice is of critical importance to the District's Project management and the mitigation of Project costs and delays.

1 – 56

CONTRACTOR NOT RESPONSIBLE FOR COSTS RELATED TO

DAMAGE FROM ACTS OF GOD. In accordance with Public Contract Code section 7105, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of five percent (5%) of the contracted amount, provided, that the Works damaged were built in accordance with the Plans and Specifications

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CLEAN-UP. During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the Work, the Contractor shall remove from the vicinity of the Work all buildings, unused materials, rubbish, and other like material, belonging to the Contractor or used under the Contractor's direction during construction, so as to present a satisfactory clean and neat appearance. In the event of the Contractor's failure to do so, the same may be removed by the District after ten (10) calendar days' notice to the Contractor at the expense of the Contractor, and the Contractor's Surety or Sureties shall be liable therefore. No direct payment will be made to the Contractor for any clean-up Work, but all compensation, therefore, shall be included in the prices bid in the schedule for the various items of Work.

1 – 58

AUDITS. This Contract and the contracting parties shall, for the period of three years after final payment, be subject to examination and audit by the California State auditor, as provided in Government Code section 8546.7.

SECTION 2

SPECIAL CONDITIONS

- 2 - 1 REQUIREMENTS. It is required that there be constructed and completed in accordance with the Contract Documents the FSRP Critical Erosion Repair Project for Lower San Joaquin Levee District.
- 2 - 2 DESCRIPTION OF THE WORK. The Work is located in Merced County near Merced, California. The Work includes installing riprap on a levee slope. The anticipated thickness at the top is 3-feet, with a 2:1 slope at minimum thickness. All materials shall be furnished and installed by the Contractor in accordance with the plans and specifications.
- 2 - 3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. The Contractor shall begin and complete all Work within the time stated. The capacity of the Contractor's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the Engineer and shall be such as to insure the completion of the Work within the dates specified.
- 2 - 4 ORDER OF COMPLETION. The Contractor shall submit, at such times as may be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and estimated date of completion of the several parts. The Engineer shall be entitled to review any schedules and make any comments. Any comments shall not be deemed to be the assumption of construction means, methods or sequences by the District or Engineer, all of which remains the Contractor's obligation. Notwithstanding anything to the contrary in these Contract Documents, if the District has provided in the Instructions to Bidders that the Contractor shall complete all of its Work (including punch list work) within the allotted contract time, then any schedule the Contractor provides the District shall take that requirement into account.

- 2 – 5 TRENCH SAFETY PLAN. Contractor shall meet the requirements of Labor Code section 6705. Not less than five (5) days before beginning excavation for any trench or trenches required under this Contract, the Contractor shall furnish to the Engineer working Drawings of his trench safety plan. The trench safety plan working Drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety Standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards.
- 2 – 6 COOPERATION WITH OTHER CONTRACTORS. The District or other contractors may perform maintenance or other construction activities at the site and in the Bypass. The Contractor shall provide reasonable access and cooperation for these activities.
- 2 – 7 LIQUIDATED DAMAGES. It is agreed and stipulated between the District and the Contractor, that damage will be sustained by the District from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the District will sustain by such delays. The parties agree that the sum of five hundred dollars (\$500) per calendar day for each and every day's delay beyond the time prescribed to complete the Work. The parties agree that such amount is a fair estimate of the damage to be suffered by the District from and as a direct result of such delay and that the liquidated damages are reasonable under the circumstances. The time set for the completion of this Work is set forth in the Instructions to Bidders.

- 2 – 8 PRECONSTRUCTION CONFERENCE. Prior to the start of construction, the District will conduct a preconstruction conference. At the conference the District will review the schedule and site conditions with the Contractor and other parties involved with the project.
- 2 - 9 MATERIALS FURNISHED BY THE CONTRACTOR. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. All materials shall be new and of a good quality and of the most suitable grade and quality for the purpose intended. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 2 - 10 MATERIALS FURNISHED BY THE DISTRICT. The District will:
1. Provide storage at the site for the Contractor's supplies and equipment.
The District cannot assume responsibility for any acts of vandalism or theft at the storage site.
- 2 – 11 EXISTING UTILITIES. The Contractor shall notify Underground Services Alert (U.S.A.) before proceeding with any excavation within the vicinity of a utility line. Any utility line damaged will be repaired or replaced as directed by the District. The Contractor shall notify the District at least 72 hours in advance of working near a pipeline. The Contractor shall immediately notify the District and utility owner if Contractor disturbs, disconnects or damages any utility.
- 2 – 12 EXCAVATION OF HAZARDOUS MATERIALS. If in the course of doing excavation Work the Contractor becomes:
- (1) Aware or believes that materials have been found that may be hazardous waste as defined in section 25117 of the Health and Safety Code and is required to be removed to a Class I, Class II, Class III disposal site in accordance with provisions of existing law;
or
 - (2) Aware of subsurface or latent physical conditions at the site differing from those indicated; or

- (3) Aware of unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized inherent in Work of the character provided for in the contract,

Then the Contractor shall notify the District in writing and the District shall have a right to investigate the conditions, and if in fact the District finds that the conditions do materially differ or do involve hazardous waste, shall cause a decrease or increase in the Contractor's cost for the time required for performance of any part of the Work and shall issue a change order under the procedures described in the Contract. If a dispute arises between the District and the Contractor as to any issue, the Contractor shall not be excused from the schedule completion date and the performance of the Contract but shall proceed with all Work to be performed under the Contract and shall retain any and all rights provided by the Contract or by law.

2 – 13 EXPLOSIVES. Explosives will not be permitted for any Work in this Contract.

2 – 14 MEASUREMENT OF QUANTITIES. The quantities of Work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

2 - 15 WARRANTY. In addition to specific guaranties where stated elsewhere, the Contractor hereby agrees to pay to the District or to make at his own expense all repairs, replacements, or payments necessitated by defects in materials or workmanship supplied under the terms of this Contract which exist within one (1) year after the date of final acceptance of the Work. This agreement shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter. The Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District or the Engineer to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail

or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work as well as any other costs. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in the Contract, nor the use or occupancy of the Work, in whole or in part, by the District shall constitute acceptance of Work not in accordance with the Contract nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The Contractor shall be fully responsible for all direct, consequential and indirect damages and expenses to the District caused by such defects in materials or workmanship, including defects in materials and workmanship supplied to the Contractor by a subcontractor or manufacturers of equipment. As to any equipment which bears a guaranty or warranty in writing or by law for a period longer than one (1) year, the Contractor hereby stipulates and agrees that such guaranty shall be and inure to the benefit of the District for such longer period. The Contractor also agrees to hold the District harmless from liability of any kind, arising from damage due to such defects. The Contractor shall make all repairs and replacements or payments promptly upon receipt of written order for the same from the District.

If the Contractor fails to make the repairs, replacements, or payments promptly, the District may do the Work and the Contractor shall be liable for the costs thereof. Any additional requirements for the project relative to correction of defective Work after final acceptance are provided for hereafter in this agreement. The preceding warranty provisions shall in no way reduce the statutory periods for commencement of legal actions related to construction defects.

2 - 16 ACCESS TO WORK. The Contractor shall access the Work sites as shown on the plans.

2 - 17 DRAWINGS. The following Drawings are made a part of these Specifications:

Sheet No.		Drawing No.
1	Title Sheet	G-001
2	General Notes	G-002
3	Survey Control	V-101
4	Base Map & Haul Route	C-101
5	Erosion Site 1 - Plan	CS101
6	Erosion Site 1 - Cross Sections	C-301
7	Erosion Site 2 - Plan	CS102
8	Erosion Site 2 - Cross Sections	C-302
9	Erosion Site 2 - Cross Sections	C-303
10	Erosion Site 3 - Plan	CS103
11	Erosion Site 3 - Cross Sections	C-304
12	Details	C-501

Division 01

General Requirements

- 01 11 00 - Summary of Work
- 01 14 00 - Work Restrictions
- 01 22 00 - Price and Payment Procedures
- 01 30 00 - Administrative Requirements
- 01 32 23 - Survey and Layout Data
- 01 33 00 - Submittal Procedures
- 01 52 00 - Construction Facilities
- 01 57 19 - Temporary Environmental Controls
- 01 70 00 - Execution and Closeout Requirements

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of work covered by Contract Documents

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 - Submittal Procedures

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 Submittal Procedures:
 - 1. SD-01 Preconstruction Submittals

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Description
 - 1. The Work consists of erosion repair and levee bank stabilization improvements at three sites along the Eastside Bypass, including pre-construction and post-construction surveys; furnishing and placing approximately 12,400 tons of quarry stone riprap including underwater riprap toe placement; installation and maintenance of turbidity control measures; water quality monitoring and testing; hydroseeding of disturbed areas and associated appurtenant work.
- B. Location
 - 1. The Work is located at the Lower San Joaquin Levee District, Merced County California, as indicated on the drawings.

1.05 EXISTING WORK

- A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- B. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Engineer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.06 LOCATION OF UNDERGROUND UTILITIES

- A. Contact local utility locating service a minimum of 48 hours prior to excavating, to mark utilities, and within sufficient time required if work occurs on a Monday or after a Holiday. Verify existing utility locations indicated on contract drawings, within area of work.

1.07 NOTIFICATION PRIOR TO EXCAVATION

- A. Notify the Contracting Officer at least 48 hours prior to starting excavation work.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Perform the Work in accordance with all applicable environmental permits, regulatory requirements, and Temporary Environmental Controls.
- B. Contractor shall implement measures necessary to prevent sediment, turbidity, pollutants, or construction materials from entering waters outside the authorized work limits.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for the care of and work to be done to protect existing facilities at the site of the work and other requirements affecting the sequence of construction.

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 01 57 19 – Temporary Environmental Controls.

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittal Procedures.
 - 1. SD-01 Preconstruction Submittals
 - a. Submit for approval the Contractor's proposed sequence and order of work plan demonstrating construction conformance in concert with the work restrictions specified herein.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. Normal work hours for the project shall be Monday through Saturday from 7:00 a.m. to 5:00 p.m. or sunrise to sunset. The Contractor shall request a variance to conduct regular construction during a different timeframe and shall provide the Engineer at least 72 hours working notice of work planned to occur outside of the established regular construction hours.

3.02 SITE ACCESS AND CONSTRUCTION LIMITS

- A. The Contractor's equipment shall be restricted to operate within the construction limits indicated on the plans unless otherwise approved by the Engineer, District, and landowners. All staging shall also be restricted to within the Construction Limits.

3.03 SITE PROTECTION AND RESTORATION

- A. The Contractor shall implement measures necessary to prevent tracking of sediment or debris onto public or private roadways.
- B. Disturbed areas outside the permanent work limits shall be restored to a condition equal to or better than that existing prior to construction.
- C. Repair damage caused by construction activities to existing improvements, utilities, levee features, access roads, fencing, or drainage facilities at no additional cost to the District.
- D. Remove temporary facilities, excess materials, debris, and equipment from the site upon completion of the Work.

3.04 ORDER OF WORK

- A. The Contractor shall coordinate construction activities to minimize environmental impacts and maintain compliance with permit requirements.
- B. In-water work activities shall be sequenced and performed in conjunction with turbidity control measures specified.
- C. The Contractor shall prepare and submit a project sequence and order of work plan consistent with the Contract Documents. The Contractor shall be responsible for completing all construction activities in conformance with the approved plan. Sample plan below.
 - 1. Submit Preconstruction Submittals and Order of Work Plan
 - 2. Obtain Approval of Submittals

3. Conduct Preconstruction Meeting
4. Perform Preconstruction Site Documentation/Survey
5. Establish Construction Limits and Environmental Controls
6. Mobilize Equipment and Personnel
7. Install Turbidity Curtain and Other Required BMPs
8. Begin In-Water Construction Activities (September 1, 2026)
9. Maintain Turbidity Controls and Conduct Required Water Quality Monitoring
10. Complete In-Water Work
11. Perform Post-Construction Survey/Documentation
12. Remove Temporary Controls
13. Restore Disturbed Areas
14. Demobilize and Complete Project Closeout

3.05 ENVIRONMENTAL RESTRICTIONS

- A. Perform all Work in accordance with applicable environmental permits, approvals, and regulatory requirements included in the Contract Documents.
- B. **In-water construction activities are prohibited prior to September 1, 2026, unless otherwise approved in writing by the District and applicable regulatory agencies.**
- C. Limit disturbance to the minimum area necessary to complete the Work.
- D. The Contractor shall not discharge sediment, pollutants, debris, concrete, fuels, lubricants, or other deleterious materials into waterways or adjacent environmentally sensitive areas.
- E. Install and maintain turbidity control measures during all in-water work activities.
- F. If environmental or biological resources are encountered that require avoidance or protection, immediately suspend work within the affected area and notify the Engineer.

END OF SECTION

SECTION 01 22 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lump sum schedule payment items
- B. Unit price schedule payment items
- C. Allowance schedule payment items

1.02 RELATED REQUIREMENTS

- A. Proposal
- B. Contract
- C. General Conditions
- D. Section 01 33 00 - Submittal Procedures

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittal Procedures.
 - 1. SD-07 Certificates
 - a. Weight Certificates

1.04 LUMP SUM PAYMENT ITEMS

- A. Payment items for the Work of this Contract for which contract job payments will be made are listed in the agreement and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.
 - 1. Mobilization / Demobilization
 - a. Payment
 - 1) Payment will be made for costs associated with mobilization and demobilization.
 - 2. Construction Surveys (Pre and Post)
 - a. Payment
 - 1) Payment will be made for costs associated with pre-construction and post-construction surveys as specified, including field surveying, preparation of survey data, cross sections, bathymetric or topographic surveys, staking, documentation, and submittal of survey results to the Engineer.
 - 4. Turbidity Curtains
 - a. Payment
 - 1) Payment will be made for costs associated with furnishing, installing, maintaining, adjusting, relocating, and removing turbidity curtains as specified for all in-water work activities.
 - 5. Water Quality Testing and Reporting
 - a. Payment
 - 1) Payment will be made for costs associated with water quality monitoring, sampling, testing, documentation, and reporting as specified for in-water work activities.

1.05 UNIT PRICE PAYMENT ITEMS

- A. Payment items for the work of this contract on which the contract unit price payments will be made are listed in the agreement and described below. The unit price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. No payment will be made for any material outside the required lines and grades unless authorized by the Engineer.
1. Riprap
 - a. Payment
 - 1) Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable), placing, and constructing the riprap stone protection as specified including any necessary preparation and grading work necessary to complete the riprap installation.
 - b. Measurement
 - 1) Measure riprap for payment by the ton by weighing each truckload. Provide certified weight certificates furnished by a public weighmaster.
 - c. Unit of Measure: Ton
 11. Hydroseeding
 - a. Payment
 - 1) Payment will be made for furnishing and applying hydroseed to disturbed areas as specified, including seed, mulch, tackifier, fertilizer, soil preparation, watering, surface preparation, and all incidental work necessary to establish vegetation.
 - b. Measurement
 - 1) Hydroseeding will be measured for payment by the acre based on the actual area treated and accepted by the Engineer. Subject to survey verification.
 - c. Unit of Measure: Acre

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative and procedural requirements

1.02 RELATED REQUIREMENTS

- A. 00 73 00 - Supplementary Conditions

1.03 SUPERVISION

- A. Minimum Communications Requirements

- 1. Have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, on the job-site at all times during the performance of contract work. In addition, if a Quality Control (QC) representative is required on the contract, then that individual must also have fluent English communication skills.

- B. Superintendent

- 1. Qualifications

- a. The project superintendent must have a minimum of 10 years of experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Engineer may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question

- 2. Duties

- a. The project superintendent is primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend preconstruction meetings, progress meetings, and quality control meetings. The superintendent or qualified alternative must be on-site at all times during the performance of this contract until the work is completed and accepted.

- C. Project Manager

- 1. Qualifications

- a. The project manager must have a minimum 10 years of experience as a project manager or superintendent on projects of similar size and complexity. The Engineer may request proof of the project manager's qualifications at any point in the project if the performance of the project manager is in question.

- 2. Duties

- a. The project manager is responsible for the overall management of the project.

- D. Non-Compliance Actions

- 1. The project superintendent is subject to removal by the Engineer for non-compliance with requirements specified in the Contract and for failure to manage the project to insure timely completion. Furthermore, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders is acceptable as the subject of claim for extension of time for excess costs or damages by the Contractor.

1.04 PROJECT COORDINATION

- A. Cooperate with the Engineer in allocation of mobilization of site for field offices and sheds, for site access, traffic, and parking facilities.

- B. During construction, coordinate use of site and facilities through the Engineer.
- C. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Engineer for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Engineer.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit Project Schedule in accordance with 00 73 00 - Supplementary Conditions.
- B. Submit updated schedule with each Application for Payment.

1.06 PRECONSTRUCTION MEETING

- A. After award of the Contract but prior to commencement of any work at the site, meet with the Engineer to discuss and develop a mutual understanding relative to the administration of the value engineering and safety program, preparation of the schedule of prices or earned value report, shop drawings, and other submittals, scheduling programming, prosecution of the work, and clear expectations of the Engineer and District. Major subcontractors who will engage in the work must also attend.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 32 23
CONSTRUCTION SURVEYS

PART 1 GENERAL

1.01 GENERAL

- A. This section covers the contract item Construction Surveys which includes performing construction staking and providing the Engineer the pre-construction and post-construction survey data for all newly installed riprap.
- B. Contractor shall be responsible to do all necessary survey to layout and control the Work to the elevations, lines, and dimensions shown on the drawings. Any deviations must receive approval of the District Representative. All surveys affecting the line or elevation shall be performed by or under the direction and supervision of a registered civil engineer or licensed land surveyor, licensed by the State of California to do such surveys.
- C. Survey points shall be shown for all transition points (change of direction, change in elevation, etc.) and for all outer dimensions of buried items. This information will be added to the appropriate as-built drawing to record field conditions.
- D. District will provide project benchmarks and control monuments as shown in the contract drawings for Contractor's use at Contractor's request. Contractor is advised against relying on vertical and horizontal control established under prior contracts. Contractor shall verify lines and grades supplied under District provided controls and shall notify the District Representative immediately, in writing, if any discrepancies are found.
- E. Contractor shall be responsible for all expenses related to the replacement of benchmarks and control monuments, including the cost of resurvey by a California registered land surveyor.

1.02 SURVEYS

- A. All surveys shall be performed in accordance with the established temporary control points for each site as indicated on the Drawings.
- B. Prior to any construction work the Contractor shall stake out the Limits of Work as indicated on the Drawings.
- C. The Contractor shall perform a pre-construction survey to document the following:
 - 1. From levee crown, to top embankment, embankment slope to receive riprap, and in the channel including all riprap limits.
- D. The Contractor shall perform a post-construction survey to document the following:
 - 1. Location and geometry of all installed features, including riprap limits, the launchable toe, top of riprap, and all slope breaklines sufficient to define constructed slopes.
- E. All surveys performed by the Contractor shall be submitted to the Engineer based on the alignment stationing shown on the Drawings.
- F. All surveys performed by the Contractor shall conform to the horizontal and vertical datums as specified on the Drawings.

1.03 SUBMITTALS

A. Submit electronic files as follows:

1. Submit License Verification:

- a. The Contractor shall furnish verification of the California licensed Professional Land Surveyor or registered Professional Engineer responsible for survey services performed under this contract five days prior to beginning survey services.

2. Provide the pre-construction and post-construction survey data in a Civil 3D 2020 format or newer. The Civil 3D file shall include points, breaklines, and any other components necessary to identify the location of the newly installed riprap. The data provided in the Civil 3D format shall be geo-referenced and include the date the survey was completed, the horizontal and vertical datums, projection, units, and name of agency that completed the survey.

- a. Provide full size (22"X34") PDF.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 RECORDS

- A. The Contractor shall record the surveys in duplicate page field notebooks. The original pages of such records shall be furnished to the Engineer.

3.02 EQUIPMENT AND PERSONNEL

- A. The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required, and in proper working condition and adjustment at all times. Surveys shall be performed under the direct supervision of either a California State licensed Professional Land Surveyor or a registered Professional Engineer qualified to perform survey work. The Contractor shall furnish verification of registration to the Engineer five days prior to beginning any survey work.

3.03 USE OF SURVEYS BY ENGINEER

- A. The Engineer may at any time use line and grade points and markers established by the Contractor.

3.04 CHECKING BY ENGINEER

- A. The Contractor's surveys are a part of the work and may be checked by the Engineer. The Contractor shall be responsible for correction of lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and for any resultant defects in the work or unauthorized work.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for general procedures regarding submittals, data normally submitted for review to establish conformance with the design concept and contract documents, called for in other sections of the specifications.

1.02 SUMMARY

- A. The Engineer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
- B. Units of weights and measures used on all submittals are to be the same as those used in the Contract drawings.
- C. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- D. Contractor is to check and approve all items prior to submittal. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals

1.03 DEFINITIONS

- A. Submittal Descriptions (SD): Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:
 - 1. SD-01 Preconstruction Submittals
 - a. Submittals which are required prior to start of construction (Work), includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the Work.
 - 1) Certificates of insurance
 - 2) Surety bonds
 - 3) List of proposed Subcontractors
 - 4) Construction progress schedule
 - 5) Submittal register
 - 6) Sequence and order of work plan
 - 7) Health, safety, and emergency response plan
 - 8) Stormwater bypass plan
 - 2. SD-02 Shop Drawings
 - a. Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
 - b. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.
 - c. Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.
 - 3. SD-03 Product Data
 - a. Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

- b. Samples of warranty language when the Contract requires extended product warranties.
- 4. SD-05 Design Data
 - a. Design calculations, mix designs, analyses or other data pertaining to a part of Work.
 - b. Design submittals, design substantiation submittals and extensions of design submittals.
- 5. SD-06 Test Reports
 - a. Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of Contract award for the project.
 - b. Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.
 - c. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
- 6. SD-07 Certificates
 - a. Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project Contract and clearly name the project.
 - b. Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the Work by documenting procedures, acceptability of methods, or personnel qualifications.
- 7. SD-08 Manufacturer's Instructions
 - a. Preprinted material describing installation of a product, system or material, including special notices concerning impedances, hazards and safety precautions.
- 8. SD-09 Manufacturer's Field Reports
 - a. Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.
- 9. SD-10 Operation and Maintenance Data
 - a. Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment.
 - b. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. This data is intended to be incorporated in an operations and maintenance manual or control system.
- 10. SD-11 Closeout Submittals
 - a. Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.
 - b. Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.04 SUBMITTALS

A. Submit the following in accordance with this section

1. SD-01 Preconstruction Submittals
 - a. Submittal Register
 - b. Construction Progress Schedule

1.05 PREPARATION

A. Transmittal Form

1. Transmit each submittal to office of Engineer. Transmit submittals with transmittal form prescribed by Engineer and standard for project. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph IDENTIFYING SUBMITTALS.

B. Identifying Submittals

1. When submittals are provided by a Subcontractor, the Prime Contractor is to prepare, review and approve all specified submittals prior to submitting for Engineer approval.
2. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:
 - a. Project title and location.
 - b. Construction contract number.
 - c. Date of the drawings and revisions.
 - d. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
 - e. Section number of the specification section by which submittal is required.
 - f. Submittal description (SD) number of each component of submittal.
 - g. When a resubmission, add numeric suffix on submittal description, for example, submittal 18 would become 18r1, to indicate resubmission.
 - h. Product identification and location in project.

C. Format for SD-02 Shop Drawings

1. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
2. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
3. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.
4. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block.
5. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the Contract drawings. Identify materials and products for work shown.
6. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.
7. Submit drawings in PDF format.

D. Format of SD-03 Product Data and SD-08 Manufacturer's Instructions

1. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
 2. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
 3. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of SD-07 Certificates.
 4. Provide product data in metric dimensions. Where product data are included in preprinted catalogs with English units only, submit metric dimensions on separate sheet.
 5. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, submit as specified for SD-07 Certificates.
 6. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.
 7. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will be accepted for expedition of construction effort.
 8. Submit manufacturer's instructions prior to installation.
- E. Format of SD-05 Design Data and SD-07 Certificates
1. Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.
- F. Format of SD-06 Test Reports and SD-09 Manufacturer's Field Reports
1. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
 2. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.
- G. Format of SD-10 Operation and Maintenance Data
1. Provide operation and maintenance data on 8-1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages
- H. Format of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals
1. Provide all dimensions in administrative submittals in English units.

1.06 QUANTITY OF SUBMITTALS

- A. Number of Copies of SD-02 Shop Drawings
1. Submit one copies of submittals of shop drawings requiring review and approval by Engineer.
- B. Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions
1. Submit in compliance with quantity requirements specified for shop drawings.
- C. Number of Copies SD-05 Design Data and SD-07 Certificates

1. Submit in compliance with quantity requirements specified for shop drawings.
- D. Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports
 1. Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.
- E. Number of Copies of SD-10 Operation and Maintenance Data
 1. Submit one copies of O&M Data to the Engineer for review and approval.
- F. Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals
 1. Unless otherwise specified, submit one sets of administrative submittals.

1.07 INFORMATION ONLY SUBMITTALS

- A. Normally submittals for information only will not be returned. Approval of the Engineer is not required on information only submittals. The District reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Engineer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the District laboratory or for check testing by the District in those instances where the technical specifications so prescribe.

1.08 VARIATIONS

- A. Variations from Contract requirements require Engineer approval and will be considered where advantageous to District.
- B. Considering Variations
 1. Discussion with Engineer prior to submission will help ensure functional and quality requirements are met and minimize rejections and re-submittals.
 2. Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the District requiring rejection and removal of such work at no additional cost to the District.
- C. Proposing Variations
 1. When proposing variation, deliver written request to the Engineer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to the District. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.
- D. Warranting that Variations are Compatible
 1. When delivering a variation for approval, Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.
- E. Review Schedule Extension
 1. In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the District of submittals with variations.

1.09 SCHEDULING

- A. Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals
 1. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
 2. Submittals called for by the contract documents will be listed on the register.

3. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
4. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."
5. Except as specified otherwise, allow review period, beginning with receipt by Engineer, that includes at least 15 working days for submittals for Engineer approval.

1.10 DISTRICT APPROVING AUTHORITY

- A. As the District's approving authority, the Engineer will:
 1. Note date on which submittal was received from Contractor.
 2. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
 3. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with markings appropriate for action indicated.
- B. Review Notations
 1. Engineer review will be completed within 15 working days after date of submission. Submittals will be returned to the Contractor with the following notations:
 - a. Submittals marked "no exceptions taken" authorize the Contractor to proceed with the work covered.
 - b. Submittals marked "provide as corrected or noted," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
 - c. Submittals marked "revise as noted and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
 - d. Submittals marked "rejected" will indicate submittal does not have evidence of being reviewed and approved by Contractor or is not complete. A submittal marked "rejected" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

1.11 DISAPPROVED OR REJECTED SUBMITTALS

- A. Make corrections required by the Engineer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice is to be given to the Engineer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the District requiring rejection and removal of such work at the Contractor's expense.
- B. If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.12 APPROVED/ACCEPTED SUBMITTALS

- A. The Engineer's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory and design, general method of construction, materials, detailing and other information appear to meet the Contract documents.
- B. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work design, dimensions, all design

extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work.

- C. After submittals have been approved or accepted by the Engineer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.13 WITHHOLDING OF PAYMENT

- A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Contract documents.

1.14 PROGRESS SCHEDULE

- A. Submit the progress chart, for approval by the Engineer, at the Preconstruction Conference.
- B. Prepare the progress chart in the form of a bar chart in a format acceptable to the Engineer.
- C. Include no less than the following information on the progress chart:
 - 1. Break out by major headings for primary work activity.
 - 2. A line item break out under each major heading sufficient to track the progress of the work.
 - 3. A line item showing contract finalization task which includes punch list, clean-up and demolition, and final construction drawings.
- D. Update the progress schedule every 30 calendar days throughout the contract performance period and submit with each Application for Payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 52 00
CONSTRUCTION FACILITIES

PART 1 -- GENERAL

1.01 GENERAL REQUIREMENTS

- A. Contractor shall be responsible for providing and maintaining the necessary field offices, material storage and sanitary facilities necessary for use at Contractor's expense except as noted in this section.
- B. Contractor shall provide temporary facilities which will enable construction processes, and will accommodate other necessary activities at the site. Providing adequate general services is Contractor's responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative general services equivalent to those specified is Contractor's option, subject to acceptance by the District Representative. Temporary general services exclude inspection and testing services, surveys, photographs, security provisions, protection, safety, final cleaning, start-up of systems, instructions to District personnel and other services which are recognized to be similar to the work of this section but are specified in other sections hereof, if required.
- C. The types of temporary facilities and general services required for the project include (but are not necessarily limited to) the following:
 - 1. Field offices for Contractor and subcontractor;
 - 2. On-site storage facilities for Contractor and subcontractor;
 - 3. Sanitary facilities;
 - 4. Collection/disposal of waste materials; and
 - 5. Miscellaneous general services.
- D. Contractor shall not use existing plant facilities such as restrooms, lunchrooms, etc.

1.02 QUALITY ASSURANCE

- A. REGULATIONS:
 - 1. Comply with governing regulations for the installation and use of general service facilities, including health and safety regulations.
- B. STANDARDS:
 - 1. Comply with Subchapter 4, CAC Title 8, Construction Safety Orders, and Subchapter 7, General Industrial Safety Orders, as applicable.
- C. RESPONSIBILITIES:
 - 1. Except as otherwise indicated, the assignment of responsibilities for installing facilities and performing general services, and for complying with trade regulations and union jurisdictions associated therewith, is Contractor's obligation.

1.03 SUBMITTALS

- A. Submit to the District Representative for information only copies of inspection reports, certificates, permits and similar documentation required or issued in connection with general services in accordance with the SUBMITTAL PROCEDURES Section (01 33 00).

1.04 SCHEDULED USES

- A. Provide temporary general services at the time first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.

1.05 CONDITIONS OF USE

- A. Operate, maintain, control and protect general service facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, interference with the construction work, public nuisances and similar deleterious effects.

PART 2 -- PRODUCTS

2.01 MATERIALS AND EQUIPMENT OF GENERAL SERVICES

A. GENERAL:

- 1. Unless otherwise specified, Contractor may provide either new or used materials and equipment for general service facilities, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry by compliance with appropriate standards, as being suitable for the intended use in each application.

B. SELF-CONTAINED TOILET UNITS:

- 1. Single-occupant, self-contained units of the chemical aerated recirculation type fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material, properly vented and maintained in operation.

PART 3 -- EXECUTION

3.01 INSTALLATION OF GENERAL SERVICE FACILITIES

A. GENERAL:

- 1. Locate facilities within the designated Contractor area where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required within the designated area during the course of the work, to properly accommodate the entire work of the project. Provide a reasonably neat and uniform appearance in general service facilities, acceptable to the District Representative.

B. SANITARY FACILITIES:

- 1. GENERAL:

- a. Sanitary facilities include toilets, wash facilities, drinking water fixtures and food/beverage service facilities (if any). Comply with governing regulations including safety and health codes for the type, number, location, operation, and maintenance of fixtures and facilities, but provide not less than the specified requirements. Install sanitary facilities in available locations which will best serve the needs of personnel at the project site.
 - b. Distribute toilets and drinking water fixtures as necessary.
 - c. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each sanitary facility, and provide and empty waste paper containers for used materials.
2. TOILETS: Use self-contained toilet units to the extent permitted by governing regulations.
 3. DRINKING WATER FIXTURES: Supply drinking water for construction personnel by containerized tap-dispensers with paper cups.
- C. COLLECTION AND DISPOSAL OF WASTES:
1. A litter control program shall be instituted for the entire project site. All Contractor and subcontractor personnel will ensure that their food scraps, paper wrappers, food containers, cans, bottles, and other trash are deposited in covered or closed trash containers. **All garbage will be removed from the project site at the end of each work day**, and construction personnel will not feed or otherwise attract wildlife to the area where construction activities are taking place.
 2. Handle hazardous, dangerous, unsanitary, contaminated, polluting and similar harmful wastes separately from inert materials. Store and dispose of hazardous wastes in a lawful and timely manner. Allowable mandated storage retention times may be less than the 7-day limit stated for nonhazardous wastes. Dispose of each category of waste material in a lawful manner.
 3. Do not bury or burn waste materials on District property.
- D. MISCELLANEOUS GENERAL SERVICES:
1. Include whatever general services may be required, or are found to be necessary, for the accommodation of the work. The items of general service which may be needed include, but are not necessarily limited to, the installation of postal delivery service, parking spaces at the temporary offices, walkways in and around the construction area and personal protection items for employees and visitors.

3.02 OPERATIONS AND TERMINATIONS

A. SUPERVISION:

1. Enforce strict discipline in the use of general services at the project site. Limit availability of facilities to essential and intended uses, so as to minimize wastes and the possibility of abuses and the resulting unsanitary and hazardous or dangerous conditions. Do not allow temporary offices and similar temporary or permanent spaces to be used as living quarters, or for other unintended occupancies or uses.

B. MAINTENANCE:

1. Operate and maintain general services in good operating condition through the time of use, and until removal is authorized. Protect from damage by weather.

C. TERMINATION AND REMOVAL:

1. When the need has ended for each temporary general service facility, or at the time of substantial completion, promptly remove the facility unless requested by the District Representative to retain it. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary general services remain the property of Contractor. District reserves the right to take possession of project identification signs.

END OF SECTION

SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.01 SUMMARY

- A. Section includes requirements for temporary environmental controls and environmental protection measures applicable to construction activities associated with the Project.

1.02 SUBMITTALS

- A. General:
 - 1. Submit the following in accordance with Division 01 requirements and prior to commencement of applicable Work activities.
- B. Environmental Compliance Submittals:
 - 1. Spill Response Plan.
 - 2. Water Quality Monitoring and Sampling Reports.
 - 1) Initial and Biweekly
 - 3. Biological survey reports and monitoring documentation.
 - 4. Environmental training attendance records.
 - 5. Certificates of Reported Compliance required by CARB.
 - 6. Documentation required by regulatory permits and approvals.
 - 7. Temporary environmental protection measures and staging plans, if requested by the District Representative.

1.03 HOUSEKEEPING

- A. Throughout the construction period, Contractor shall keep the site of the work in a presentable condition, shall dispose of any surplus materials appropriately, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the District Representative.
- B. A litter control program will be instituted for the entire project site. All workers will ensure that their food scraps, paper wrappers, food containers, cans, bottles, and other trash are deposited in covered or closed trash containers. All garbage will be removed from the project site at the end of each workday, and construction personnel will not feed or otherwise attract wildlife to the area where construction activities are taking place.
- C. Upon completion of the work, and prior to requesting final inspection, Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the

work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

- D. Contractor will avoid and minimize permanent and temporary impacts to habitats and land cover types used by sensitive species potentially occurring in the Project Area. Avoidance and minimization of habitat areas will be accomplished during construction by implementing best management practices, including establishment of buffer zones, installation of fencing around sensitive habitats, and implementation and compliance with the requirements associated with WDID 5B24CR00122, as appropriate, to reduce the potential for sediments or contaminants to enter sensitive habitats.

1.04 MITIGATION MONITORING, PERMIT COMPLIANCE, AND BIOLOGICAL RESOURCE PROTECTION

- A. Environmental mitigation measures, biological resource protection measures, permit conditions, and monitoring requirements applicable to the Project have been established through the environmental compliance documents, regulatory permits and approvals, and other applicable agency authorizations associated with the Project. The Contract Documents summarize the mitigation measure work required of the Contractor. The Contractor is directed to the specific MMRP requirements that summarize the mitigation measures work required for this Contract.
- B. The purpose of these requirements is to ensure compliance with all applicable environmental commitments and permit conditions intended to avoid, minimize, and mitigate impacts to biological and other environmental resources during construction activities.
- C. The Contractor shall comply with all applicable mitigation measures, permit conditions, biological monitoring requirements, avoidance measures, and environmental commitments identified in the Contract Documents.
- D. Applicable environmental permits, mitigation requirements, and biological resource protection measures are included in the Contract Documents and associated appendices.
- E. TRAINING:
 - 1. A mandatory Worker Environmental Awareness Program will be provided for all contractor personnel prior to the commencement of construction activities. The training will include how to identify Covered Species that might enter the construction site, relevant life history information and habitats, MMRP requirements and the consequences of non-compliance, the boundaries of the construction area and permitted disturbance zones, litter control training, and appropriate protocols if a Covered Species is encountered. Supporting materials containing training information will be prepared and distributed during training.
 - 2. The District will provide the educational training for the Contractor's employees at a location approved by the District. Each Contractor and subcontractor employee shall attend the 30 minute training session. The Contractor shall ensure that all of its employees and all subcontractor employees attend the training prior to working on the project.
 - 3. The Contractor shall provide written notification to the District of all personnel scheduled to attend and participate in the training at least one week prior to the commencement of construction activities.
 - 4. Upon completion of training, construction personnel will sign a form stating that they attended the training and understand the presented material. The District will issue training certificates in the form of hardhat stickers that are to be worn at all times when performing work on the project.

5. The District will provide additional training sessions for new employees no more than once a month, when requested by the Contractor.

1.05 AIR POLLUTION CONTROL

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in Section 11017 of the Government Code.
- B. Effective January 1, 2024, the California Air Resources Board (CARB) amended the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation or regulation) to incorporate new contracting requirements to establish a proactive check at the onset of a project or at contract renewal to encourage fleets to comply with the regulation.
- C. For a project involving the use of vehicles subject to the regulation, Bidder must obtain copies of the valid Certificate of Reported Compliance (Certificate) for their fleets and those of their Subcontractors that are listed. Noncompliant fleets (i.e., those without a valid Certificate) are prohibited from being contracted.
- D. The awarded bidder (or Contractor) must retain copies of the Certificate(s) for three years after the project is complete. Records must be provided to CARB within five business days, upon request.
- E. The awarded bidder (or Contractor) must also:
 1. Collect new valid Certificates for fleets under this Contract between March 1 and June 1 of each year.
 2. Only allow fleets with valid Certificates on the job site.
 3. Immediately disclose to CARB, upon request, the name and contact information of any fleet or vehicle owner on their job site; this requirement only applies to fleets or vehicles that are subject to the regulation.
 4. Must report it to CARB within five (5) business days at: <https://calepa.my.salesforce-sites.com/complaints/Complaint>, or at email: dieselcomplaints@arb.ca.gov, if the awarded bidder discovers a fleet intending to operate vehicles at the job site does not have a valid Certificate or observes noncompliant fleets or vehicles operating on their job site. The report must include:
 - a. The date on which the violation was discovered or observed;
 - b. Name and business address of the responsible party;
 - c. Email and phone number of the responsible party, if known; the DOORS fleet ID number of the fleet, if known;
 - d. The location of the job site on which the noncompliant fleet or vehicle was operating, if applicable; and
 - e. Statement specifying whether the fleet or vehicle is continuing to operate at the job site, if applicable.
 - f. Prominently display a sign that provides key information about the regulation and how to report noncompliance. The sign must be posted where vehicles subject to this

regulation will operate for eight or more calendar days; the sign must be posted by the eighth calendar day from when the first vehicle operates. Section 2449(j)(5) provides the exact language that must be on the signage, verbatim, along with other very specific directions about how and where to post it. The signage lettering must be larger than size 14-point type and must be displayed in a conspicuous place where employee notices are typically posted or where there is employee foot traffic.

- 1) CARB has provided an example sign for use or reference at the following link:
https://ww2.arb.ca.gov/sites/default/files/2023-08/prime_contractor_signage.pdf.

1.06 SOUND CONTROL REQUIREMENTS

- A. Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.
- C. No internal combustion engine shall be operated in the tunnel system or enclosed below grade spaces or HVAC air intakes.
- D. To reduce the impact of noise from construction activities the following measures shall be implemented to the extent feasible:
 1. Heavy equipment and impact equipment use shall be restricted to daytime hours (sunrise to sunset).
 2. Construction staging areas shall be located as far as possible from existing residences.
 3. Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment per the manufacturers' specifications and by shrouding or shielding impact tools. All equipment shall have sound-control devices no less effective than those provided by the manufacturer.
 4. All stationary noise generating construction equipment shall be placed as far away as possible from sensitive receptors in an orientation minimizing noise impacts (e.g. behind barriers or storage piles).

1.07 HAZARDOUS MATERIALS

- A. Contractor shall comply with all applicable federal environmental regulations by the U.S. Environmental Protection Agency (US EPA), United States Department of Transportation (US DOT), Occupational Safety and Health Administration (OSHA), the Resource Conservation and Recovery Act (RCRA), state environmental regulations and local environmental regulations and ordinances for hazardous waste/materials management.
- B. Contractor shall provide immediate notice to the District Representative in the event of a spill. Any release or threatened release on land or in watercourses, regardless of quantity, shall be cleaned up immediately.
- C. The Contractor shall furnish certified copies of manifests (interim storage and final disposal) within regulatory requirements. Within 180 days from the acceptance of the waste by the disposal facility, the Contractor shall provide the District Representative with the Certificate of Disposal documentation.

- D. Contractor shall be responsible and fully bear costs incurred by the District as a result of violations with applicable Federal, State and local Agencies for spills, unauthorized releases, and discharge, including but not limited to penalties assessed or levied, third party claims, citizen suites, labor materials, laboratory analyses, and handling and disposal of waste. Fines shall be deducted from contract payments.

1.08 PETROLEUM POLLUTION PREVENTION

- A. Contractor shall comply with petroleum pollution prevention measures in accordance with the United States Environmental Protection Agency regulations contained in Title 40, Code of Federal Regulations, Part 112, the California Aboveground Petroleum Storage Act (APSA), and the California Health and Safety Code (Section 25270.4.5). Additionally, all fuel stored on site shall be stored in compliance with the Uniform Fire Code, NFPA standards, and all other applicable laws.
- B. The Contractor shall prepare a Spill Response Plan for submittal by the District to CDFW a minimum of fourteen (14) calendar days prior to commencement of Project activities. A copy of the approved Spill Response Plan shall be maintained onsite and readily accessible during all Project activities.
 - 1. The Spill Response Plan shall identify the actions to be taken in the event of a spill or release of petroleum products, concrete, contaminated soil, sediment, chemicals, fuels, lubricants, or other materials harmful or deleterious to fish, wildlife, plants, or aquatic resources.
 - 2. The Contractor shall maintain emergency spill response and containment materials at the work area at all times to allow immediate containment and cleanup of spilled materials.
 - 3. In the event of a spill or release, the Contractor shall immediately cease all applicable Project activities and implement spill containment and cleanup procedures. Work shall not resume until cleanup activities are completed and the affected area is stabilized.
 - 4. The Contractor shall immediately notify the District Representative of all spills or releases associated with Project activities. The District shall notify CDFW in accordance with permit requirements.

1.09 WATER QUALITY MONITORING AND SAMPLING

- A. Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 1 (below) sampling parameters. The sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of each work area.
 - 1. Table 1:

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
pH	Standard Units	Grab	Every 4 hours
Turbidity	NTU	Grab	Every 4 hours
Temperature	Degrees F (or as degrees C)	Grab	Every 4 hours
Visible construction related pollutants ³	Observations	Visual Inspections	Continuous throughout the construction period

- B. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D of the Clean Water Act Section 401 Water Quality Certification and Order (WDID 5B24CR00122), shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Contractor shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria

1.10 SPECIES PROTECTION

- A. As to any work that involves activities that are outdoors, a District -approved biologist will be made available to conduct surveys, including preconstruction surveys and attempt to rescue and/or relocate wildlife encountered during construction activities. Based on survey results, the Engineer may designate environmentally sensitive areas prior to project commencement and new ground-disturbing activities.
- B. To avoid harm and harassment of native species, workers and visitors will not bring pets onto a project site.
- C. If accidental injury or death of any Covered Species occurs, Contractor will immediately inform the approved biologist or on-site monitor and District Representative.
- D. Native oak trees with a diameter at breast height of six inches or greater, street or public trees, and landmark trees shall not be destroyed, killed, or removed without a permit.
- E. Rodent Control on any project site is not allowed unless specifically approved by the District.
- F. If any wildlife is encountered during project activities, said wildlife shall be allowed to leave the construction area independently and unharmed.
- G. SPECIES-SPECIFIC MEASURES TO MINIMIZE IMPACTS TO SENSITIVE SPECIES AND THEIR HABITAT
1. If a lapse in project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist(s) shall complete another focused survey for any species listed below before project work can be reinitiated.
 2. To mitigate unavoidable losses to habitats used by sensitive species the following mitigation measures from the project MMRP attached to these contract documents as an appendix are designed to protect sensitive species and habitats from effects associated with construction of facilities:

a. Western Burrowing Owl:

- 1) Pre-Construction Surveys: A qualified biologist shall conduct western burrowing owl surveys within the project footprint, all work areas, and within a 500-meter radius of each work area no more than fourteen (14) calendar days prior to commencement of construction activities. Surveys shall be conducted during appropriate periods and times of day to maximize detection potential for western burrowing owl and occupied burrows. Contractor shall coordinate survey scheduling with the District Representative and shall provide a minimum of ten (10) working days advance notice prior to the required survey date.
- 2) Survey Reporting: The Designated Biologist shall prepare and submit western burrowing owl survey documentation to CDFW a minimum of seven (7) calendar days prior to commencement of Project activities within each work area. Survey documentation shall include maps identifying all observed western burrowing owl burrows, observation locations, survey limits, and recommended avoidance measures.
- 3) Burrow Avoidance Buffer: If western burrowing owl burrows are identified within or adjacent to the project area, a minimum 500-meter avoidance buffer shall be established and maintained around each occupied or inactive burrow during construction activities unless otherwise approved in writing by CDFW. No ground disturbance, equipment operation, vehicle traffic, staging, or construction activity shall occur within the established avoidance buffer.
- 4) Listed Species Compliance: Western burrowing owl was designated as a candidate species by the California Fish and Game Commission on October 10, 2024. If western burrowing owl is detected and complete avoidance cannot be achieved, construction activities within the affected area shall not proceed until all required authorizations have been obtained, including any applicable Incidental Take Permit pursuant to the California Endangered Species Act (CESA). Contractor shall immediately notify the District Representative upon discovery of western burrowing owl within the project area.

b. Swainson's Hawk:

- 1) Pre-Construction Surveys: No Project activities shall occur between March 1 and August 31 unless a qualified biologist conducts Swainson's hawk nesting surveys within the work area and a one-half-mile buffer surrounding the work area. Surveys shall be completed in accordance with the survey methodology established by the Swainson's Hawk Advisory Committee and applicable CDFW guidance. If construction activities occur during the nesting season, surveys shall commence prior to initiation of Project activities and continue until completion of the applicable protocol survey requirements. Contractor shall coordinate survey scheduling with the District Representative and provide a minimum of ten (10) working days advance notice prior to the required survey dates.
- 2) Nest Buffer: If an active Swainson's hawk nest is identified within or adjacent to the Project area, a minimum one-half-mile no-disturbance buffer shall be established and maintained around the active nest. No ground disturbance, equipment operation, vehicle traffic, staging, or construction activity shall occur within the established buffer. The no-disturbance buffer shall remain in effect until the breeding season has ended or until a qualified biologist determines, and CDFW confirms in writing, that fledglings are no longer reliant upon the nest site for survival.

c. Tricolored Blackbird:

- 1) Pre-Construction Surveys: If Project activities will occur between February 15 and September 15, a qualified biologist shall conduct pre-construction surveys for tricolored blackbird within all suitable breeding habitat located within the Project area and within a 300-foot buffer surrounding each work area. Surveys shall be completed no more than fourteen (14) calendar days prior to commencement of Project activities at each work area. Surveys shall be conducted during appropriate periods and times of day to maximize detection of nesting tricolored blackbirds and active colonies. Contractor shall coordinate survey scheduling with the District Representative and provide a minimum of ten (10) working days advance notice prior to required survey dates.
- 2) Nest Buffer: If tricolored blackbird nests or colonies are identified during surveys or at any time during Project activities, Contractor shall immediately cease work within the affected area and notify the District Representative and CDFW. A minimum 300-foot no-disturbance buffer shall be established and maintained around all active nests and colonies. No ground disturbance, equipment operation, vehicle traffic, staging, or construction activity shall occur within the established buffer area. The Designated Biologist shall monitor occupied nesting areas and adjacent construction activities, as necessary, to ensure compliance with avoidance measures and minimize disturbance to nesting birds.

d. American Badger:

- 1) Avoidance: Any American badger detected within the work area during construction activities shall be allowed to move out of the work area of its own volition. Harassment, capture, or relocation of American badger is prohibited unless otherwise authorized by the Wildlife Agencies.
- 2) Den Buffers: If an American badger den is identified within or adjacent to the project footprint, the Contractor shall avoid the den by establishing and maintaining a minimum 50-foot non-disturbance buffer around the den entrance. No construction activities, vehicle traffic, staging, or ground disturbance shall occur within the buffer area.
- 3) Monitoring: If active dens occur adjacent to construction activities, the Designated Biologist may require periodic monitoring to confirm continued occupancy status and evaluate potential construction-related disturbance.

e. Giant Garter Snake:

- 1) Construction Schedule: Project activities occurring within suitable giant garter snake habitat shall be initiated during the active season for the species, defined as May through September. All ground-disturbing activities within suitable habitat shall be completed during the active season unless a qualified biologist verifies that no giant garter snake burrows are present within twenty-five (25) feet of the work area.
- 2) Pre-Construction Survey: A qualified biologist shall conduct pre-construction surveys for giant garter snake at and within twenty-five (25) feet of each work area no more than twenty-four (24) hours prior to commencement of Project activities. Survey results shall be submitted to CDFW prior to commencement of work within each work area. Contractor shall coordinate survey scheduling with the District Representative and provide a minimum of ten (10) working days advance notice prior to required survey dates.

- 3) Monitoring: A qualified biologist shall be present during all Project activities that may result in take of giant garter snake. The biological monitor shall have authority to temporarily halt construction activities if necessary to avoid unauthorized take or disturbance of giant garter snake.
- f. Western Spadefoot and Northwestern Pond Turtle:
- 1) Species Encounter Procedures: Any western spadefoot or northwestern pond turtle discovered within the Project site during Project activities shall be allowed to move out of the work area of its own volition whenever feasible. If an individual cannot safely leave the work area on its own, western spadefoot and adult northwestern pond turtles shall be captured and relocated only by a qualified biologist. Relocated individuals shall be moved to the nearest suitable habitat located a minimum of 100 feet upstream or downstream from the Project site.
 - 2) Nest Protection: If a northwestern pond turtle nest is uncovered during Project activities, the eggs shall not be touched or moved. The nest shall be re-covered with the removed soil and clearly marked for avoidance by Project activities. Neonate turtles utilizing the nest area shall not be moved or disturbed.
 - 3) Documentation: The qualified biologist shall maintain records of all relocated adult northwestern pond turtles and all northwestern pond turtle nests identified during Project activities. Documentation shall be included in the Final Project Report.
- g. Crotch's Bumble Bee
- 1) Preconstruction Surveys: If construction Project activities will occur between April 1 and August 31, a qualified biologist shall conduct pre-construction surveys for Crotch's bumble bee within each work area using a CDFW-approved survey protocol. Surveys shall be completed no more than fourteen (14) calendar days prior to commencement of Project activities at each work area. Surveys shall include identification and mapping of all potential nesting habitat within the work area, including but not limited to rodent burrows, thatched grass, brush piles, rock piles, and fallen logs.
 - 2) Survey Reporting: The Designated Biologist shall submit Crotch's bumble bee survey reporting to CDFW prior to commencement of construction activities within each work area.
 - 3) Nest Avoidance Buffer: If a Crotch's bumble bee nest is identified, a minimum fifty-foot (50-foot) no-disturbance buffer shall be established and maintained around the nest until the end of the active period for the species. No ground disturbance, equipment operation, vehicle traffic, staging, or construction activity shall occur within the established buffer area.
- h. San Joaquin Kit Fox
- 1) Pre-Construction Surveys: A qualified biologist shall conduct pre-construction surveys for San Joaquin kit fox and potential dens within the Project area no more than fifteen (15) calendar days prior to commencement of construction activities.
 - 2) Den Monitoring: Any potential San Joaquin kit fox dens identified within the Project area during pre-construction surveys shall be monitored using motion-activated cameras for four (4) consecutive nights to determine occupancy status.

- 3) Occupied Dens: If a den is determined to be occupied by San Joaquin kit fox, the District Representative shall notify the United States Fish and Wildlife Service (USFWS) immediately. Construction activities within the affected area shall be delayed until the qualified biologist determines that the den is vacant and authorization to proceed has been provided by USFWS, as applicable.
- 4) Protection Measures: Construction personnel shall not disturb, enter, excavate, collapse, or otherwise alter potential or occupied San Joaquin kit fox dens unless specifically authorized by USFWS.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's initial draft of punch list items to be completed or corrected before final payment.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 - Submittal Procedures.

1.03 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit surveys and survey logs for the project record.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Perform dewatering activities, as required, for the duration of the project.
- D. In all cases including within the existing pump station sump, the Contractor shall conform with OSHA requirements for work in confined spaces, including the provision of adequate ventilation
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1. Minimize amount of bare soil exposed at one time.
 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
 5. Install a silt curtain in the existing slough immediately downstream of the improvements. The silt curtain shall be maintained throughout the duration of the project
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of District's activities.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide temporary stormwater bypass in accordance with Section 01 51 00 - Temporary Utilities.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements and roadways; stakes for grading and fill; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Controlling lines and levels required for mechanical and electrical trades.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.

4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (including but not limited to Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:

1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer 5 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer.
- B. Accompany Engineer on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written notification containing Contractor's initial draft of punch list items to be completed or corrected before final payment, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create final correction punch list containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in final correction punch list and comply with requirements for access to District-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the District.

END OF SECTION

Division 31

Earthwork

31 11 00 - Clearing and Grubbing

31 37 00 - Riprap

SECTION 31 11 00
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for clearing and grubbing

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PROTECTION

- A. Trees, Shrubs, and Existing Facilities
 - 1. Protect trees and vegetation to be left standing from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.
 - 2. Protect all existing facilities outside the limits of clearing and grubbing such as, but not limited to, houses, buildings, structures, landscaping, pavement, concrete, hardscaping, fences, etc.
- B. Utility Lines
 - 1. Protect existing utility lines that are indicated to remain from damage. Notify the Engineer immediately of damage to or an encounter with an unknown existing utility line. The Contractor is responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations. When utility lines which are to be removed are encountered within the area of operations, notify the Engineer in ample time to minimize interruption of the service.

3.02 GENERAL

- A. Clearing and grubbing shall be performed within the areas as indicated on the Drawings.

3.03 CLEARING

- A. Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, weeds, and rubbish occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches.
- B. Remove all broken concrete, debris, and trash.

3.04 TREE REMOVAL

- A. Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.05 PRUNING

- A. Trim trees designated to be left standing within the cleared areas of dead branches 1-1/2 inches or more in diameter; and trim branches up to 6 feet high and in a manner as indicated. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches.

3.06 GRUBBING

- A. Grubbing consists of the removal and disposal of stumps, roots larger than 1 inch in diameter, and matted roots from the designated grubbing areas. Remove material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Fill depressions made by grubbing with suitable material and compact to make the surface conform with the original adjacent surface of the ground.

3.07 DISPOSAL OF MATERIALS

- A. Logs, stumps, roots, brush, rotten wood, debris, trash, and other refuse from the clearing and grubbing operations shall be disposed of outside the limits of District-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

END OF SECTION

SECTION 31 37 00

RIPRAP

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for riprap
- B. The turbidity curtain at the site which includes furnishing, placing, maintaining and removing a complete turbidity curtain system in water, including supports and anchors in advance of in-water excavation required to construct the riprap terminations as shown on the Project Plans and as directed by the Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 – Submittal Procedures

1.03 REFERENCES

- A. State of California Department of Transportation (Caltrans) Standard Specification Section 72 – Slope Protection; 2024.

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 Submittal Procedures:
 - 1. Product Data
 - a. Waybills and Delivery Tickets
 - 2. Test Reports
 - a. Rock material properties testing and rock gradation

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Perform in a manner to prevent contamination or segregation of materials.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Riprap
 - 1. Provide quarry stone riprap rock slope protection, Class III conforming to Caltrans Standard Specification 72-2.
 - 2. All rock shall be angular. Rounded boulders and cobbles are not acceptable.
- B. Turbidity Curtain:
 - 1. All in-water work required to construct the RSP termination will require the use of a turbidity curtain to limit the downstream transport of sediment from the work areas. Turbidity curtains must be Type II suitable for currents, waves, and wind. Minimum requirements include:
 - a) Fabric: 18 ounce/ sq yard nylon reinforced PVC fabric (300 psi test).
 - b) Floatation: 8-inch diameter (equivalent) foam floatation.
 - c) Top tension: 5/16-inch vinyl sheathed cable (9800 pounds breaking strength).
 - d) Bottom Tension and Ballast: 5/16-inch steel chain (7,600 pounds breaking strength).
 - 2. Curtain depth must be as required for the work areas. Curtain installation must be in accordance with the manufacturer's specifications. Turbidity curtains must be maintained by the Contractor for the duration of the in-water work.

2.02 SOURCE QUALITY CONTROL

- A. Sampling

1. Take the number and size of samples required to perform the following tests.
- B. Testing
 1. Perform one of each of the following tests for each material used. Provide additional test for each source change.
 - a. Rock grading testing, in accordance with Caltrans Standard Specification 72.
 - b. Rock material properties testing, in accordance with Caltrans Standard Specification 72.

PART 3 EXECUTION

3.01 PREPARATION

- A. Perform a preconstruction survey of the existing levee slope, existing riprap, and channel bottom in areas receiving riprap. Submit survey data to the Engineer prior to commencement of riprap placement operations.
- B. Riprap must be placed starting at the lowest point within the base plane of the bottom surface and proceeding up the slope.
- C. Excavate and key in new riprap into the existing levee slope and/or existing riprap.
- D. Upon completion of riprap placement, perform a post-construction survey to verify final lines, grades, thicknesses, and toe configuration. Submit survey results to the Engineer for acceptance.

3.02 TURBIDITY CURTAIN

- A. All in-stream work for construction of the RSP terminations will require the installation of a turbidity curtain to separate the work area from the river channel. Turbidity curtain must be installed by the Contractor according to the methods and plans submitted by the Contractor and approved by the Engineer before any in-water excavation or backfill work begins.
- B. When directed by the Engineer the Contractor must install turbidity curtain for areas other than the terminations in accordance with all provisions of the specification.
- C. Turbidity curtain must be maintained by the Contractor for the duration of the in-water work.
- D. Turbidity curtain and all supports must be removed and disposed of offsite by the Contractor when the work is completed and accepted by the Engineer.

3.03 UNDERWATER RIPRAP PLACEMENT

- A. Place underwater riprap toe rock in the locations and to the dimensions indicated on the Drawings. Deposit material in a manner that minimizes segregation and prevents damage to the foundation. Place rock by controlled methods such as clamshell, excavator bucket, or tremie methods; uncontrolled end dumping will not be permitted unless otherwise approved by the Engineer. Construct launchable toe sections to the required thickness and cross-sectional geometry shown on the Drawings. Provide sufficient material to account for settlement, displacement, and underwater placement tolerances. Distribute larger stones uniformly throughout the toe section and avoid concentration of smaller rock sizes. Remove and replace segregated or improperly placed material as directed by the Engineer.
- B. Verify final underwater grades and limits by sounding, probing, survey, or other approved methods.

3.04 RIPRAP PLACEMENT

- A. Place rock for riprap on prepared subgrade to produce a well graded mass with the minimum practicable percentage of voids in conformance with lines and grades indicated. Distribute larger rock fragments, with dimensions extending the full depth of the rip-rap throughout the entire mass and eliminate "pockets" of small rock fragments. Rearrange individual pieces by

mechanical equipment or by hand as necessary to obtain the distribution of fragment sizes specified above.

END OF SECTION

Division 32
Exterior Improvements

32 92 13 - Hydroseeding

SECTION 32 92 13
HYDROSEEDING

PART 1 -- GENERAL

1.01 GENERAL REQUIREMENTS

A. SCOPE

1. Furnish all labor, tools, equipment, product, materials, transportation, and perform all operations necessary to properly execute and complete all work in accordance with the plans and specifications. Such work includes but is not limited to the following: soil preparation, seeding, fertilizing, maintenance and cleanup, all in accordance with these specifications.
2. The hydroseeding operations, together with all necessary related work, shall conform to the requirements specified in this section. Post-construction hydroseeding is required in all areas of soil disturbance excluding productive agricultural lands.
3. Disturbed upland soils shall be hydroseeded with the designated Upland/Erosion Control Seed Mix. Disturbed soils in wetland and riparian areas shall be hydroseeded with the designated Wetland and Riparian Seed Mix. Placement of these seed mixes shall be directed by the District Representative.

1.02 REFERENCES (NOT USED)

1.03 SUBMITTALS

- A. The following information shall be submitted for review in accordance with the SUBMITTAL PROCEDURES Section (01 33 00):
1. A copy of this specification section, with addenda updates, with each paragraph check marked to show specification compliance or marked to show deviations.
 - a. For standard products, the manufacturer's analysis will be acceptable. For all other materials, analyses shall be by a recognized laboratory. Analyses shall be made in accordance with the current methods of the Association of Official Agricultural Chemists (AOAC).
 - b. Materials shall comply with the applicable requirements of the California Department of Food and Agriculture (CDFA). Materials shall be first grade, commercial quality products identified as to source, type of material, weight and manufacturer's guaranteed analysis. Material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals or plants. Submit Certificate of Compliance from the manufacturer stating that the material substantially meets the specifications for approval.

PART 2 -- PRODUCTS

2.01 HYDROSEED

- A. Seed Mixes shall be pre-mixed and packaged by a commercial seed supplier, labeled in accordance with California Agricultural Code, shall be delivered to the site in original, unopened containers, and shall bear a dated guaranteed analysis.

- B. Native seeds shall be procured from a nursery within 100 miles of the project area, and from genetic lines native to the County in which the seed will be placed.

C. UPLAND/EROSION CONTROL SEED MIX

1. The Upland/Erosion Control Seed Mix shall include the following seed proportions or approved equal:

Scientific Name	Common Name	PLS* (pounds per acre)
<i>Hordeum depressum</i>	Alkali Barley	5
<i>Elymus triticoides</i>	Creeping Wild Rye	6
<i>Hordeum brachyantherum</i>	Meadow Barley	9
Total:		20

*- Pure Live Seed

2. Up to 25 percent composition of the Upland/Erosion Control Seed Mix may be a sterile wheatgrass or other sterile erosion control seed.
- D. Cellulose Fiber shall be colored with a non-toxic, water-soluble green dye to provide a visual gauge for metering of material over ground surfaces. Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T-413, shall contain less than 250 parts per million boron, and shall be otherwise nontoxic to plant or animal life. Fiber shall have a water holding capacity by weight of not less than 1,200 percent as determined by the procedure used in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-holding Capacity for Hydromulch", available at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819. Fiber shall be of such character that the fiber will disperse into uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Commercially packaged fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied and shall not stain concrete or painted surfaces.
- E. Organic Stabilizer shall be a biodegradable tackifier, non-toxic to plant or animal life, such as Sentinel or M-Binder, or approved equivalent.

PART 3 -- EXECUTION

3.01 CONSTRUCTION METHODS

A. SITE PREPARATION

1. Finish grades shall be approved by the District Representative before hydroseeding begins.

B. STORAGE AND HANDLING

1. Storage: Until the time of placement, store seed in cool, clean, dry location free from other seed sources. Seed shall not be stored where temperatures exceed 80 degrees Fahrenheit.
2. Protection: Protect seed from animal damage, vandalism, inclement weather conditions (including wind and frost), toxic water, sunlight, moisture, fungus, and rot, or any other conditions that would damage or reduce the viability of the seed and materials. Do not store chemicals with seed.
3. Any seed that has become wet, moldy, or otherwise damaged will be considered defective and shall be removed and replaced at the Contractor's expense.

C. EXECUTION

1. HYDROSEED PLACEMENT:

- a. Unless otherwise approved by District Representative, perform all seeding between September 1st and November 1st (seeding period) of the year construction begins. The seeding operation shall be halted when, in the opinion of the District Representative, conditions of high winds, excessive moisture or other factors are not conducive to satisfactory results. Contractor shall verify that hydro-seed areas are adequately graded for seed application and free of deleterious material (including large rocks and debris that could hinder subsequent maintenance) and weeds at the time of planting.
- b. EQUIPMENT: Equipment shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry of water, fertilizer, fiber, seed and other additives. Slurry Distribution Lines shall be large enough to prevent clogging and shall be equipped with a set of hydraulic spray nozzles which provide a continuous non-fluctuating discharge and uniform delivery of slurry in prescribed quantities without misses, waste or erosion. Slurry Tank shall have a minimum capacity of 1000 gallons and shall be mounted on a traveling unit which may be drawn by a separate or self-propelled unit in order to properly place the slurry tank and spray nozzle for uniform distribution.
- c. SLURRY PREPARATION: Slurry Preparation shall occur on site and materials shall be added in such a manner that they are uniformly blended into the mixture. Slurry shall be completely homogenous before application. With Agitation System operating at half speed, water shall be added to the tank, and good circulation established. The seed shall be added first; then fiber. The mixture shall be agitated at full speed when the tank is half full. Fiber shall not be added until the tank is at least one-third filled with water. Seed mix shall be added at the last practical moment. Total time from the addition of seed-to-seed discharge shall be less than two hours; if more than two hours, the remainder of the load shall be recharged with seed.

- d. The operator shall spray the areas with a uniform, visible coat using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, so as to allow the fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.
- e. The materials shall be mixed and applied in the approximate proportions:

Materials	Per Acre
Fiber	1,800 lbs.
Seed Mix	As Specified
Organic Stabilizer	80 lbs.
Water	As needed

D. MAINTENANCE & GUARANTEE PERIOD:

1. The hydroseeded areas will not require subsequent irrigation or weeding post-application.
2. Any areas damaged by erosion or areas that do not have an acceptable coverage shall be redone to the satisfaction of the District Representative. Maintenance of seeded areas shall be for 60 days after the completion of the project and shall consist of repair of all erosion and reseeded as necessary to establish a uniform stand of the specified grasses. Contractor shall guarantee coverage of hydroseed planting under this contract to the effect that a minimum of 95% of the area planted will be covered with the specified planting after 60 days.
3. The Contractor shall make a second application of specified hydroseed planting those bare areas not meeting specified coverage as determined by the District Representative. Such replanting is to be performed within 60 days of initial application and upon notification by the District Representative to replant.

****END OF SECTION****

Permits

U.S. Army Corps of Engineers Nationwide Permit 13 (SPK-2025-00533)

U.S. Fish and Wildlife Service Section 7 (2025-0085482)

National Marine Fisheries Service Section 7 (WCRO-2025-02965)

Regional Water Quality Control Board 401 Permit (WDID 5B24CR00122)

Central Valley Flood Protection Board Permit (WC2025145)

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62348-R4) Site 1

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62428-R4) Site 2

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62431-R4) Site 3

Permit

U.S. Army Corps of Engineers Nationwide Permit 13 (SPK-2025-00533)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

March 19, 2026

Regulatory Division (SPK-2025-00533)

Mr. Shane Swartz
Lower San Joaquin Levee District
11704 W. Henry Miller Avenue
Dos Palos, California 93620-9748
shane@lsjld.org

Dear Mr. Swartz:

We are responding to your September 11, 2025, pre-construction notification for a Department of the Army (DA) permit for the Critical Erosion Repair, Eastside Bypass, Lower San Joaquin Levee District project. The approximately 2.55-acre project site is made up of three locations that are located in Section 36, Township 7 South, Range 10 East, and in Sections 8 and 9, Township 8 South, Range 11 East, all of MDB&M, Site 1: Latitude 37.27576°, Longitude -120.82359°, Site 2: Latitude: 37.25270°, Longitude -120.79258°, Site 3: Latitude 37.25132, Longitude -120.77564°, near Stevinson, Merced County, California.

Based on the information you provided to this office, this project involves the discharge of fill material into 2.34 acres of waters of the United States for the construction of a bank repair project and is subject to Section 404 of the Clean Water Act. The specific activity that requires DA authorization is the placement of rock slope protection in the Eastside Bypass. This activity will result in 0.62 acres of permanent fill and 1.72 acres of temporary fill into the Eastside Bypass. The proposed activities would be conducted in accordance with the plans included in your application submittal. See Enclosure 1 for the specific fill amounts for each location site.

We have determined that activities in waters of the United States associated with the project are authorized by Nationwide Permit Number (NWP) 13, for *Bank Stabilization*. You must comply with all terms and conditions of the NWP and applicable regional conditions, and the 401 water quality certification that was issued for this project. The NWP terms and conditions can be found at <https://rrs.usace.army.mil/rrs/home> (see Permitting under the Regulatory Program Information menu). The Sacramento District's regional conditions and certifications under Section 401 of the Clean Water Act received for the NWPs can be found at: <https://www.spk.usace.army.mil/Missions/Regulatory/Permitting/Nationwide-Permits/>. Enclosed is information about the NWP terms and conditions (Enclosure). In addition, your work must comply with the following special conditions:

1. Within 30 days following completion of construction activities in waters of the United States authorized by this verification, you shall submit post-construction site photographs of the project site, showing the work conducted, to this office. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the United States.

2. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures proposed as part of your project description, which are identified in the enclosed U.S. Fish and Wildlife Service letter of concurrence (Number 2025-0085482, dated March 16, 2026) and National Marine Fisheries Service letter of concurrence (WCRO-2025-02965, dated November 19, 2025). If you are unable to implement any of the proposed measures, you must immediately notify this office, the U.S. Fish and Wildlife Office, and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

3. To compensate for the loss of 0.62 acres of stream, you shall purchase 1.24 aquatic resource credits from the National Fish and Wildlife Foundation (NFWF) Sacramento District California In-Lieu Fee Program for the Merced/Tuolumne Rivers Service Area. Contact information for NFWF can be found on their website at: www.nfwf.org/ilf. Evidence of this purchase shall be provided to this office prior to initiation of construction activities in waters of the United States authorized by this verification.

4. You shall employ a wetland scientist to educate the construction crews about the sensitive species of the area and to continuously monitor construction activities in the vicinity of waters of the United States to ensure against unauthorized activity during construction. The monitor shall be on-site during all construction activities within 25.0 feet of any waters of the United States. The monitor shall have the ability to stop work in waters of the United States if the project is not being constructed as designed. This monitor shall also contact our office immediately if the project is not being constructed as authorized by this verification.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 14, 2031, when the existing NWP are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

Please refer to identification number SPK-2025-00533 in any correspondence concerning this project. If you have any questions, please contact Ms. Kathy Norton at the letterhead address, Room 860, by email at Kathy.Norton@usace.army.mil, or telephone at (916) 557-5260. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website located at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,



Michael Nepstad
Deputy Chief
Regulatory Division

Enclosures

cc: (w/encl)

Ms. Diane Moore, Moore Biological Consultants, moorebio@softcom.net

Mr. Brandon Salazar, Central Valley Regional Water Quality Control Board,
brandon.salazar@waterboards.ca.gov

Ms. Elizabeth Hartman, National Marine Fisheries Service,
Elizabeth.Hartman@noaa.gov

Mr. Matthew Nelson, U.S. Fish and Wildlife Service, matthew_nelson@fws.gov

COMPLIANCE CERTIFICATION

Permit File Name: Critical Erosion Repair, Eastside Bypass, Lower San Joaquin Levee District

Action ID: SPK-2025-00533

Nationwide Permit Number: 13

Permittee: Lower San Joaquin Levee District
Attn: Mr. Shane Swartz
11704 W. Henry Miller Avenue
Dos Palos, California 93620-9748

County: Merced County

Date of Verification: March 19, 2026

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
1325 J Street, Room 860
Sacramento, California 95814-2922
SPKRegulatoryMailbox@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature

Date

Enclosure 1
March 19, 2026

SPK-2025-00533

Site Name	Repair Length (ft)	RSP Fill (CY)	Temporary Fill Impact Area (ac)	Permanent Fill Impact Area (ac)
Site 1	235.0	611.0	0.27	0.11
Site 2	500.0	1,335.0	0.91	0.30
Site 3	230.0	1,900.0	0.54	0.21

Permit

U.S. Fish and Wildlife Service Section 7 (2025-0085482)



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Sacramento Fish and Wildlife Office
2800 Cottage Way, Suite W-2605
Sacramento, California 95825-1846
SFWO_mail@fws.gov



In Reply Refer to
2025-0085482

March 16, 2026
Sent-Electronically

Kathy Norton
Senior Project Manager
U.S. Army Corps of Engineers
California South Section
1325 J Street, Room 160
Sacramento, California 95814
Kathy.Norton@usace.army.mil

Subject: Informal Consultation on the Critical Erosion Repair Project for the Eastside
Bypass Project, Merced County, California

Dear Kathy Norton,

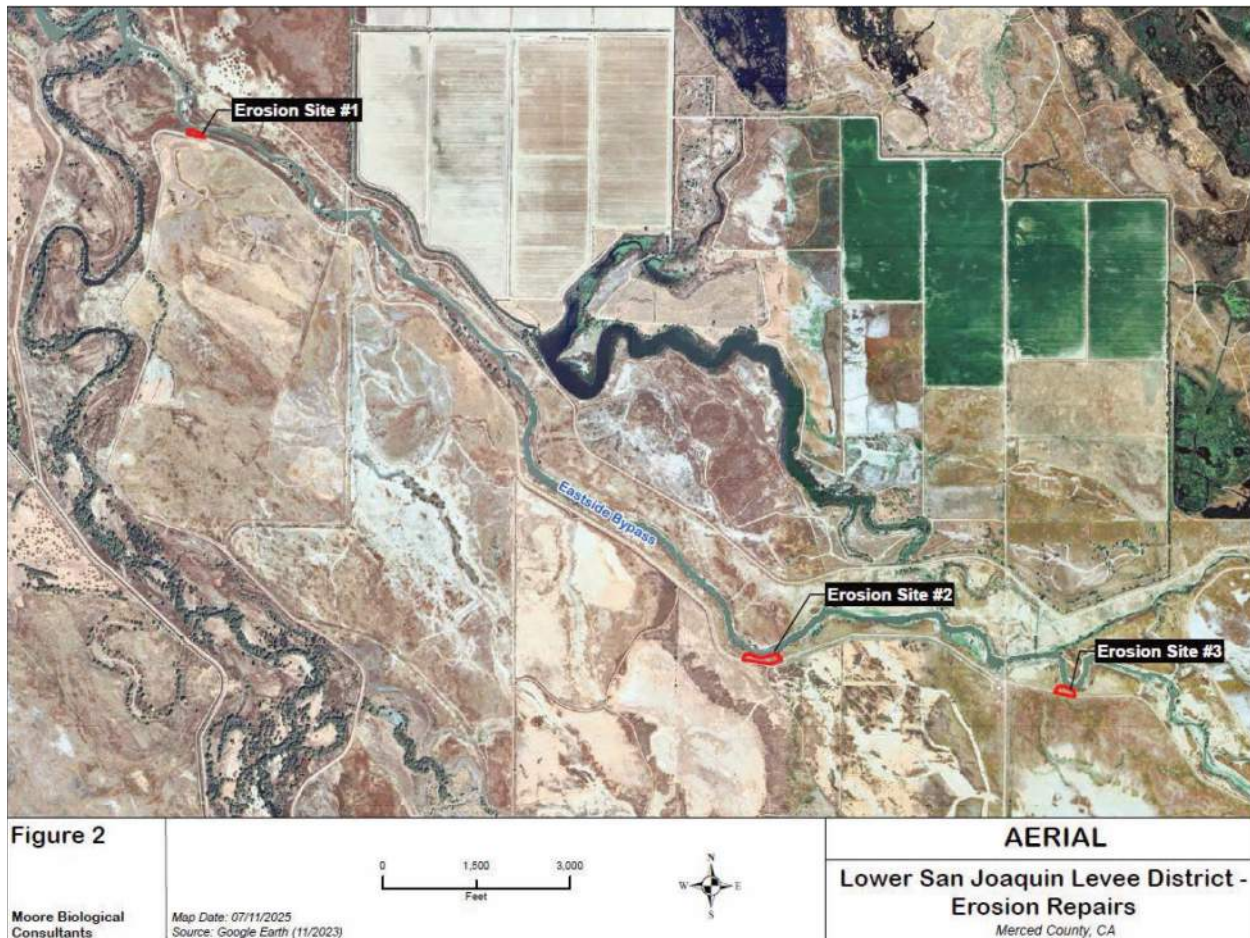
This letter is in response to the U.S. Army Corps of Engineers' (Corps) request for informal consultation with the U.S. Fish and Wildlife Service (Service) on the Critical Erosion Repair for the Eastside Bypass (proposed project) in Merced County, California. The proposed project will repair three bank sites within the Eastside Bypass that are experiencing erosion.

The Corps has made a determination that the proposed project may affect but is not likely to adversely affect the federally listed as endangered San Joaquin kit fox (*Vulpes macrotis mutica*, kit fox) and giant garter snake (*Thamnophis gigas*; snake) and is seeking concurrence from the Service on this determination.

This response is provided under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act) and in accordance with the implementing regulations pertaining to interagency cooperation (50 CFR 402). The findings and recommendations presented in this document are based on (1) The Corps' request for informal consultation, (2) the accompanying biological assessment dated July 9, 2025, (3), email correspondence between the Service and the Corps, and (4) other information available to the Service.

The action area consists of three bank sites within the Eastside Bypass that are eroding and are proposed to be repaired with the placement of rock slope protection to stabilize the sites. These areas were damaged by grazing in the area and the winter storms of 2022 and 2023. Additional erosion at these sites could compromise the levee integrity and result in breaches during a major storm event. The proposed project design calls for the placement of 18" minus quarry stone along the levee's waterside berm. Work is proposed to occur in the water because excavation for a toe section is not feasible; therefore, a 3-foot launchable rock section will be placed. The rock

slope protection will be installed from the upper waterside berm with a long-reach excavator. No excavation is planned for the proposed project.



The proposed scope of work is the repair and stabilization of the eroded banks of the Eastside Bypass. The work will involve stabilizing the eroded banks at a horizontal/vertical ratio of 2:1 to conform to the theoretical levee slopes that underlie the banks. Rock slope protection will be installed to stabilize the banks and reduce potential future erosion.

Each of the erosion sites occurs along the outer edge of a turn in the channel on the southwest side of the Eastside Bypass as referenced in the Figure above. Erosion Site #1 is approximately 235 feet long, while Erosion Site #2 and Erosion Site #3 are approximately 500 feet long and approximately 230 feet long, respectively.

The proposed project was designed to have minimal footprints on the banks of the Eastside Bypass, thereby minimizing potential impacts to Waters of the U.S. and potential or actual habitats of special-status species. The proposed project would involve a work area of 0.82 acres where project improvements would be constructed, and an additional 1.72 acres of temporary construction disturbance, primarily on the upper bypass channel banks. The proposed project will result in the placement of fill in 0.62 acres of Waters of the U.S. respectively.

The proposed project occurs within the historic range of the kit fox and the snake. The nearest occurrence of San Joaquin kit fox within the California Natural Diversity Database (CNDDB) was recorded approximately 2 miles southwest of Erosion Site #2. This record is almost 30 years

old and is the only record in the greater project vicinity on the east side of the San Joaquin River. While the kit fox was historically present in the hills generally southwest of the site, anthropogenic and natural features including Interstate 5, the California Aqueduct, and the San Joaquin River present significant barriers to movement. The likelihood for individuals to occur within the action area is therefore low. Additionally, the Corps has proposed conservation measures as outlined below including the implementation of pre-construction surveys and delay in construction until any potential dens are vacated.

The action area provides potentially suitable aquatic habitat and potentially marginal upland habitat for giant garter snake. The nearest occurrence of giant garter snake in CNDDDB was recorded approximately 3 miles south of Erosion Site #3. The landside levee slope is highly disturbed, contains few burrows, and ruderal grassland habitat at the sites is weedy. Due to these factors the upland habitat within the action area likely provides low to marginal quality basking habitat. Additionally, the Corps has proposed conservation measures as outlined below including a summer construction window to ensure that ground-disturbing activities will be conducted during the snake's active period.

Reconnaissance-level surveys of the action area were conducted on August 8, August 21, and November 21, 2024, during which no sign of kit fox or snake was observed.

1. A qualified biologist shall conduct pre-construction surveys for the snake, kit fox, and their dens within 15 days prior to construction.
2. Any potential kit fox dens within the action area identified during preconstruction surveys will be monitored via camera for four consecutive nights. If a den is occupied by kit fox, the Service will be notified and construction will be delayed until the den(s) are known to be vacant.
3. A biological worker awareness training program shall be implemented to educate the construction crews of the biological diversity within the proposed project area. The worker awareness program shall include a presentation on the life history and legal status of potentially occurring special-status species and distribution of informational packages to each worker.
4. Standard construction Best Management Practices for erosion control shall be implemented and disturbed grassland areas shall be re-seeded with a native erosion control mix following construction.
5. Construction activities are planned to occur in Summer 2026, during the snake's active period.

The Service concurs with your determination that the proposed project may affect but is not likely to adversely affect the kit fox and snake. Individual kit foxes are not expected to occur within the action area as potential habitat is regularly disturbed, the proposed project footprint is relatively small, and dispersal from known kit fox habitat is likely limited by natural and anthropogenic barriers. Potential basking habitat for the snake is similarly limited and regularly disturbed, though the action area may contain suitable aquatic habitat for the snake that is connected to habitat with known snake occurrences. Because construction will occur during the snake's active period, any individual snakes that may occur within the aquatic habitat are not expected to be adversely affected by project activities.

This concludes the Service's review of the proposed project. No further coordination with the Service under the Act is necessary at this time. Please note, however, this letter does not authorize take of listed species. As provided in 50 CFR §402.14, initiation of formal consultation is required where there is discretionary federal involvement or control over the action (or is authorized by law) and if: 1) new information reveals the effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this review; 2) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this review; or 3) a new species is listed or critical habitat designated that may be affected by the action.

If you have any questions, please contact Matthew Nelson, Fish and Wildlife Biologist (matthew_nelson@fws.gov) or me at the letterhead address.

Sincerely,

**JUSTIN
SLOAN**

Digitally signed
by JUSTIN SLOAN
Date: 2026.03.16
13:11:33 -07'00'

Justin Sloan

Supervisor, San Joaquin Valley Division



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region, California Central Valley Office
650 Capitol Mall, Suite 5-100
SACRAMENTO, CA 95814-4700

Refer to NMFS No: WCRO-2025-02965

November 19, 2025

Kathy Norton
Senior Project Manager
California South Section
Sacramento District
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814-2922

Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Critical Erosion Repair Project for the Eastside Bypass (SPK-2025-00533)

Dear Ms. Norton:

This letter responds to your October 29, 2025, request for concurrence from the National Marine Fisheries Service (NMFS) pursuant to Section 7 of the Endangered Species Act (ESA) for the subject action. Your request qualified for our expedited review and concurrence because it contained sufficient information on your proposed action and its potential effects to ESA-listed species and designated critical habitat. Updates to the regulations governing interagency consultation (50 CFR part 402) were effective on May 6, 2024 (89 FR 24268). We are applying the updated regulations to this consultation. The 2024 regulatory changes, like those from 2019, were intended to improve and clarify the consultation process, and, with one exception from 2024 (offsetting reasonable and prudent measures), were not intended to result in changes to the Services' existing practice in implementing section 7(a)(2) of the ESA (84 FR 45015; 89 FR 24268). We have considered the prior rules and affirm that the substantive analysis and conclusions articulated in this letter of concurrence would not have been any different under the 2019 regulations or pre-2019 regulations.

We reviewed U.S. Army Corps of Engineers' (Corps) consultation request document and related materials. Based on our knowledge, expertise, and your action agency's materials, we concur with the action agency's conclusions that the proposed action is not likely to adversely affect the following NMFS ESA-listed species: California Central Valley steelhead distinct population segment (*Oncorhynchus mykiss*), Central Valley spring-run Chinook salmon evolutionarily significant unit (*O. tshawytscha*), and North American green sturgeon southern distinct population segment (*Acipenser medirostris*).



The proposed project would repair three critical, eroding bank sites within the Eastside Bypass, a tributary to the San Joaquin River, in Merced County, California. These areas were damaged from winter storms in 2022-2023. The proposed action will include the placement of rock slope protection to stabilize the sites. Without this repair, additional erosion could compromise the levee integrity and result in breaches during a major storm event.

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available through NMFS' Environmental Consultation Organizer at <https://appsportal.fisheries.noaa.gov/eco/>. A complete record of this consultation is on file at the NMFS California Central Valley Office.

Reinitiation of consultation is required and shall be requested by the Corps, where discretionary federal involvement or control over the action has been retained or is authorized by law and (1) the proposed action causes take; (2) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (3) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the written concurrence; or (4) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16).

This concludes the ESA consultation.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) designated under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), including conservation measures and any determination you made regarding the potential effects of the action. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation.

Section 305 (b) of the MSA directs federal agencies to consult with NMFS on all actions or proposed actions that may adversely affect EFH. Under the MSA, this consultation is intended to promote the conservation of EFH as necessary to support sustainable fisheries and the managed species' contribution to a healthy ecosystem. For the purposes of the MSA, EFH means "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity", and includes the associated physical, chemical, and biological properties that are used by fish (50 CFR 600.10). Adverse effect means any impact that reduces quality or quantity of EFH, and may include direct or indirect physical, chemical, or biological alteration of the waters or substrate and loss of (or injury to) benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quality or quantity of EFH. Adverse effects may result from actions occurring within EFH or outside of it and may include direct, indirect, site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions (50 CFR 600.810). Section 305(b) of the MSA also requires NMFS to recommend measures that can be taken by the action agency to conserve EFH. Such recommendations may include measures to avoid, minimize, mitigate, or otherwise offset the adverse effects of the action on EFH (50 CFR 600.905(b)).

NMFS determined the proposed action would adversely affect EFH for Chinook salmon designated under the Pacific Coast Salmon Fishery Management Plan as follows: temporary increases in turbidity and suspended sediments. The aquatic habitat in the action area is degraded, and there are no Habitat Areas of Particular Concern for salmon within the action area. The placement of the rock slope protection may result in local increases in turbidity and suspended sediments during construction. However, the adverse effects would be temporary and minimal in nature. Furthermore, the best management practices and avoidance and minimization measures incorporated effectively address anticipated adverse effects on EFH. Therefore, NMFS does not believe additional conservation recommendations are necessary to avoid, minimize, mitigate, or otherwise offset the adverse effects of the proposed action on EFH.

This concludes the MSA consultation.

Please direct questions regarding this letter to Elizabeth Hartman, ESA Analyst II, California Central Valley Office, at Elizabeth.Hartman@noaa.gov or (301) 427-8389.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Ambrose".

Jonathan Ambrose
San Joaquin River Basin Branch Chief
California Central Valley Office

cc: To the file ARN 151422-WCR2025-SA0041

Ms. Kathy Norton, U.S. Army Corps of Engineers, Kathy.Norton@usace.army.mil

Ms. Diane Moore, Moore Biological Consultants, moorebio@softcom.net



Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date:	15 December 2025	Reg. Meas. ID: 462836
Expiration Date:	15 December 2030	Place ID: 903155
Program Type:	Fill/Excavation	WDID No.: 5B24CR00122
		USACE No.: SPK-2025-00533
		NWP No. 13
Project Type:	Non-Restoration Bank Stabilization	
Project:	Lower San Joaquin Levee District Critical Erosion Repairs	
Applicant:	Lower San Joaquin Levee District	
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Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (559) 445-5116 and ask to speak with the Water Quality Certification Unit Supervisor.

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Lower San Joaquin Levee District (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 23 September 2025. The application was deemed complete on 23 October 2025.

Central Valley Water Board staff requested additional information necessary to supplement the contents of the complete application and the Permittee responded to the request for supplemental information on the following dates:

Date of Request for Supplemental Information: **1 October 2025**
Date all requested information was received: **19 November 2025**

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 10 October 2025 to 31 October 2025. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the Project is to address three critical erosion sites located on the waterside of the Eastside Bypass levee along Bear Creek. These sites suffered severe erosion during the 2022-2023 winter storms, resulting in conditions that threaten the integrity of the levee. The overall goal of the Project is to repair and stabilize the eroded banks from further damage.

IV. Project Description

The Project involves grading and placing rock slope protection (RSP) in the channel and along the bank at a stable horizontal/vertical ratio of 2:1 slope, directly on the existing channel embankment.

V. Project Location

County: Merced

Assessor's Parcel Number(s): 055-260-002-000, 049-190-015-000, 049-190-015-000, 049-190-014-000

Nearest City: Gustine

Site 1 - Latitude: 37.27576 Degrees and Longitude: -120.82359 Degrees

Site 2 - Latitude: 37.252706 Degrees and Longitude: -120.792586 Degrees

Site 3 - Latitude: 37.251328 Degrees and Longitude: -120.775642 Degrees

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

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

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

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

VII. Description of Direct Impacts to Waters of the State

Direct impacts to Waters of the State include regrading of the channel, and addition of RSP will be placed for erosion protection.

Total Project fill/excavation quantities for all impacts are summarized in Table 1. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 1: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Lake			
Ocean/bay/estuary			
Riparian Zone			
Stream Channel	0.62	3,846	965
Vernal Pool			
Wetland			

VIII. Description of Indirect Impacts to Waters of the State – Not Applicable

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order.

According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

Standard construction Best Management Practices (BMPs) such as compaction of soil, use of water trucks, and re-seeding disturbed areas with a native erosion control mix following construction will be employed to minimize dust, erosion, and potential sedimentation to downstream waterways.

X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section VII for permanent impacts.

XI. California Environmental Quality Act (CEQA)

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061.

Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15302 Replacement or Reconstruction.

Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

XII. Petitions for Reconsideration

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

XIII. Fees Received

A. An application fee of \$4,212.00 was received on 30 September 2025. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

An additional fee of \$19,065.00 based on total Project impacts was received on 30 September 2025.

B. Annual Fees: This Certification is subject to annual billing based on the fee schedule in effect at the time of billing. Annual billing will continue until the Project, including monitoring, is complete and the Central Valley Water Board receives an acceptable request for a Notice of Project Complete Letter (see Attachment D). Annual invoices for fill and excavation projects are issued for projects active for any amount of time in the current fiscal year (July 1 – June 30). Annual invoices for dredging projects are based on the quantity of dredged material in the previous fiscal year. Invoices are usually sent out at the end of each calendar year.

To stop annual billing, the Permittee must request a Notice of Project Complete Letter from the Central Valley Water Board. Central Valley Water Board staff will verify if the conditions of the Certification are met and may conduct a site visit to confirm compliance.

For more information on fees, visit the State Water Board's [Water Quality Fees Web page](https://www.waterboards.ca.gov/resources/fees/water_quality/) (https://www.waterboards.ca.gov/resources/fees/water_quality/), under Water Quality Certification (WQC) Program Fees.

XIV. Conditions

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

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

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

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

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

- a. **Monthly Reporting** – Not Applicable
- b. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials¹

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).
- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

¹ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP

Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present, continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During in-water work, dewatering activities, or during the installation or removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality objectives:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.
- c. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not

exceed 1 NTU;

- iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
- iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
- v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

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

- d. At no time or place shall the temperature of COLD or WARM intrastate waters be increased more than five (5) degrees Fahrenheit above natural receiving water temperature.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 2 sampling parameters.² The sampling requirements in Table 2 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of each work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

² Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

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

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
pH	Standard Units	Grab	Every 4 hours
Turbidity	NTU	Grab	Every 4 hours
Temperature	Degrees F (or as degrees C)	Grab	Every 4 hours
Visible construction related pollutants ³	Observations	Visual Inspections	Continuous throughout the construction period

4. Post-Construction:

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

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition

³ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
6. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a “take” will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangered Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where

a regulated facility or activity is located or conducted, or where records are kept.

- b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall be submitted to Central Valley Water Board staff for acceptance at least **30 days** in advance of any discharge to the affected water body. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and shall be implemented in accordance with the approved plan(s).
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or

clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

- d. If water is present, the area must be dewatered prior to start of work.
- e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the Project.
- f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust:

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. Good Site Management “Housekeeping”

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure

leaks from the equipment are not occurring and are not a threat to water quality.

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

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.
- b. No wet concrete shall be placed stream channel habitat.
- c. Concrete must be completely cured before coming into contact with waters of the United States and waters of the state. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.

7. Invasive Species and Soil Borne Pathogens

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

8. Post-Construction Storm Water Management

- a. The Permittee must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices and as required by local agency permitting the Project, as appropriate:
 - i. Minimize the amount of impervious surface;
 - ii. Reduce peak runoff flows;
 - iii. Provide treatment BMPs to reduce pollutants in runoff;
 - iv. Ensure existing waters of the state (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - v. Preserve and where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;

- vi. Limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
- vii. Use existing drainage master plans or studies to ensure incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
- viii. Identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss; and
- ix. Control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.

9. Roads

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.
- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must

be maintained and kept clean for the life of the temporary stream crossing structure.

10.Sediment Control

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

11.Special Status Species– Not Applicable

12.Stabilization/Erosion Control

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

13.Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include an effective combination of erosion and sediment control Best Management Practices (BMPs) and must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific– Not Applicable

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

J. Mitigation for Temporary Impacts – Not Applicable

K. Compensatory Mitigation for Permanent Impacts:

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

2. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.62 acre of stream channel by purchasing a minimum of 0.62 Aquatic Resource Credits in the San Joaquin Aquatic Resource Watershed Service Area. Required credits shall be purchased from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.
- b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 3. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 3: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	In-Lieu Fee Credits	Acres						0.62

L. Ecological Restoration and Enhancement– Not Applicable

M. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on the environment. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential

environmental impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Lower San Joaquin Levee District Critical Erosion Repairs, WDID No. 5B24CR00122, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The Central Valley Water Board will file a Notice of Exemption (NOE) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

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

Alexander
Mushegan

 Digitally signed by Alexander
Mushegan
Date: 2025.12.15 10:39:02 -08'00'

15 December 2025

(for) Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Date

- Attachment A:** Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements

Attachment E: Signatory Requirements

Attachment F: Certification Deviation Procedures

Attachment G: Compliance with Code of Federal Regulations

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Attachment A – Project Maps

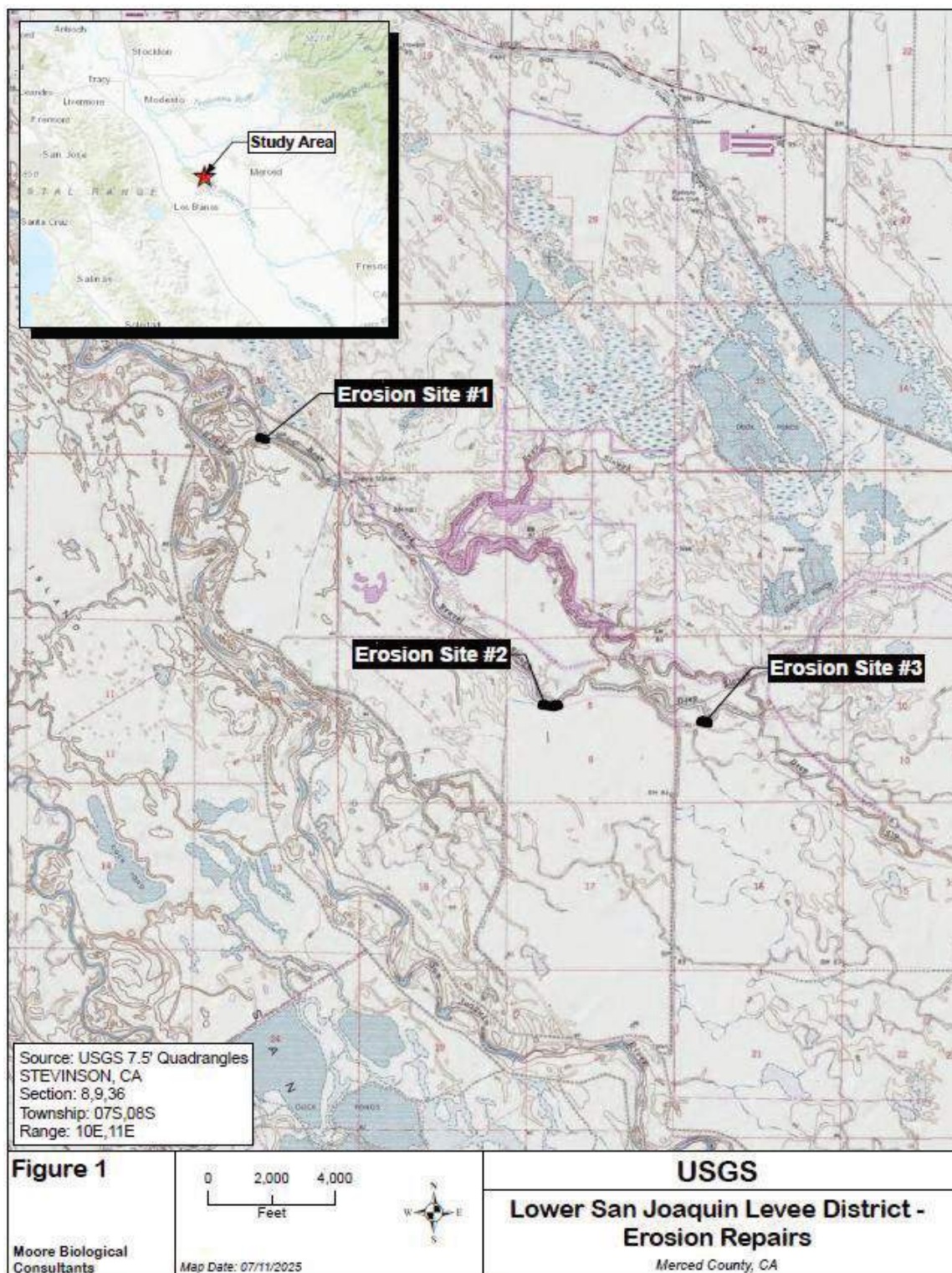
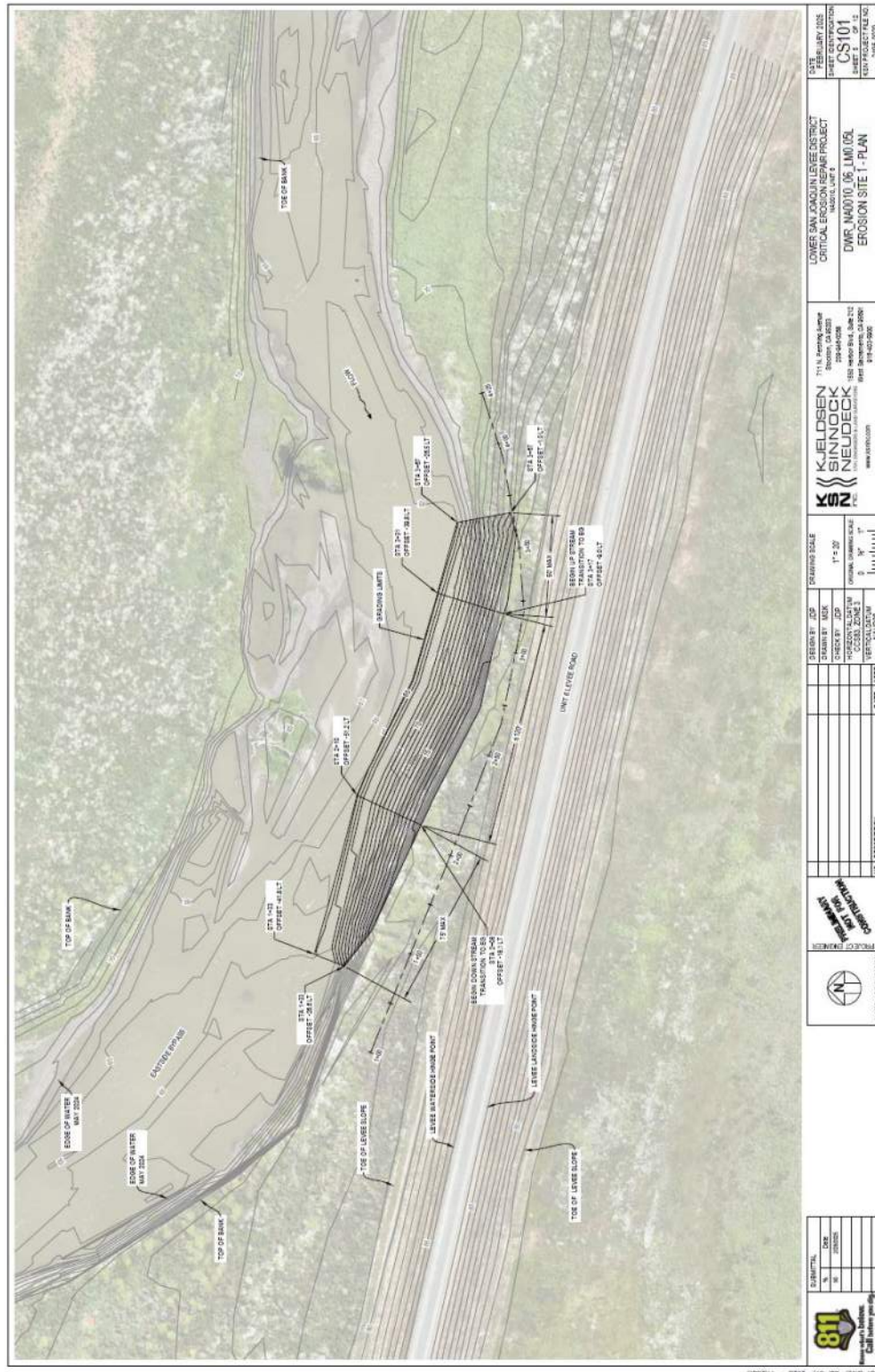


Figure 1: Project Vicinity Map



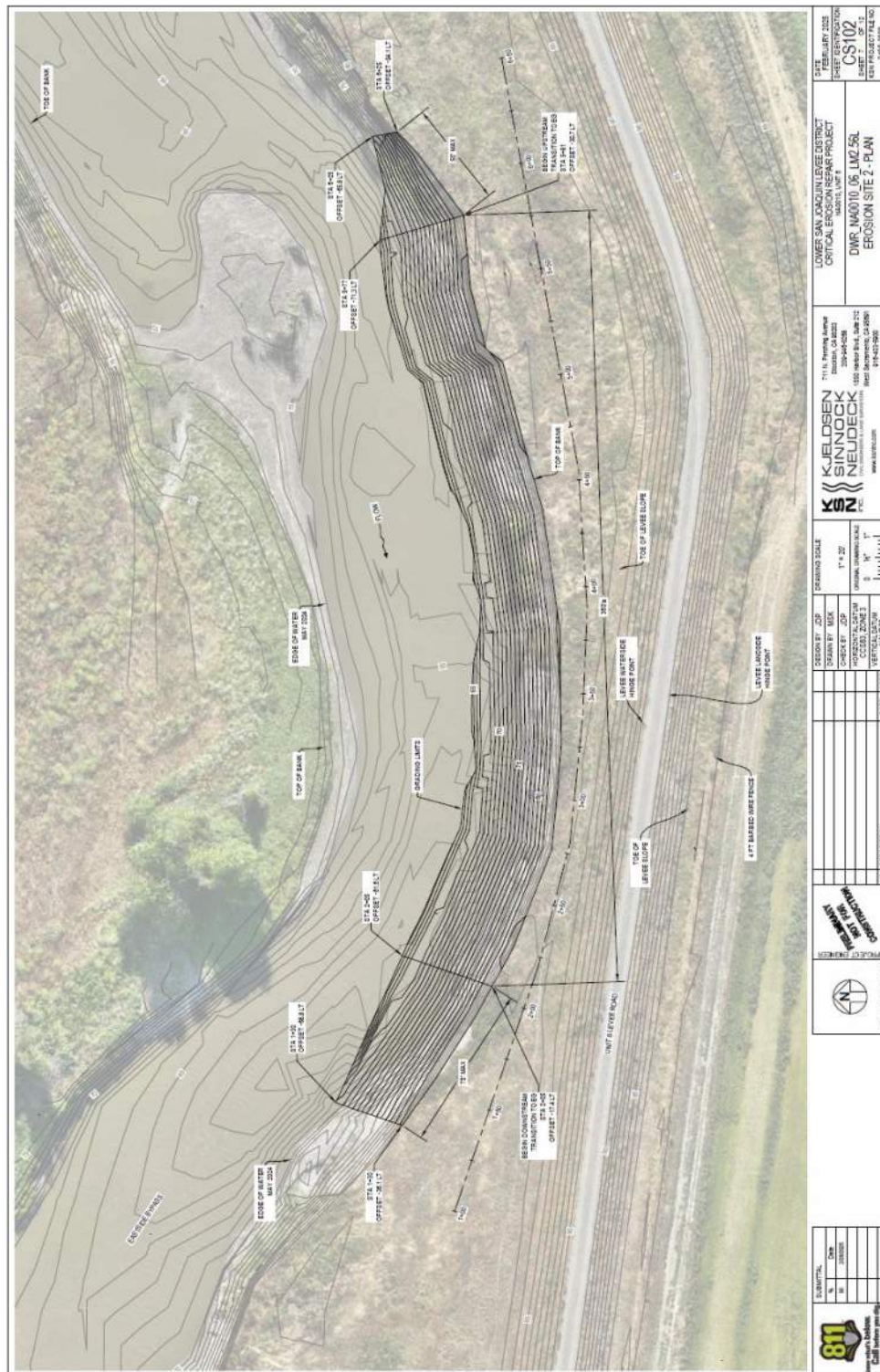


Figure 3: Site 2 Impact Drawing

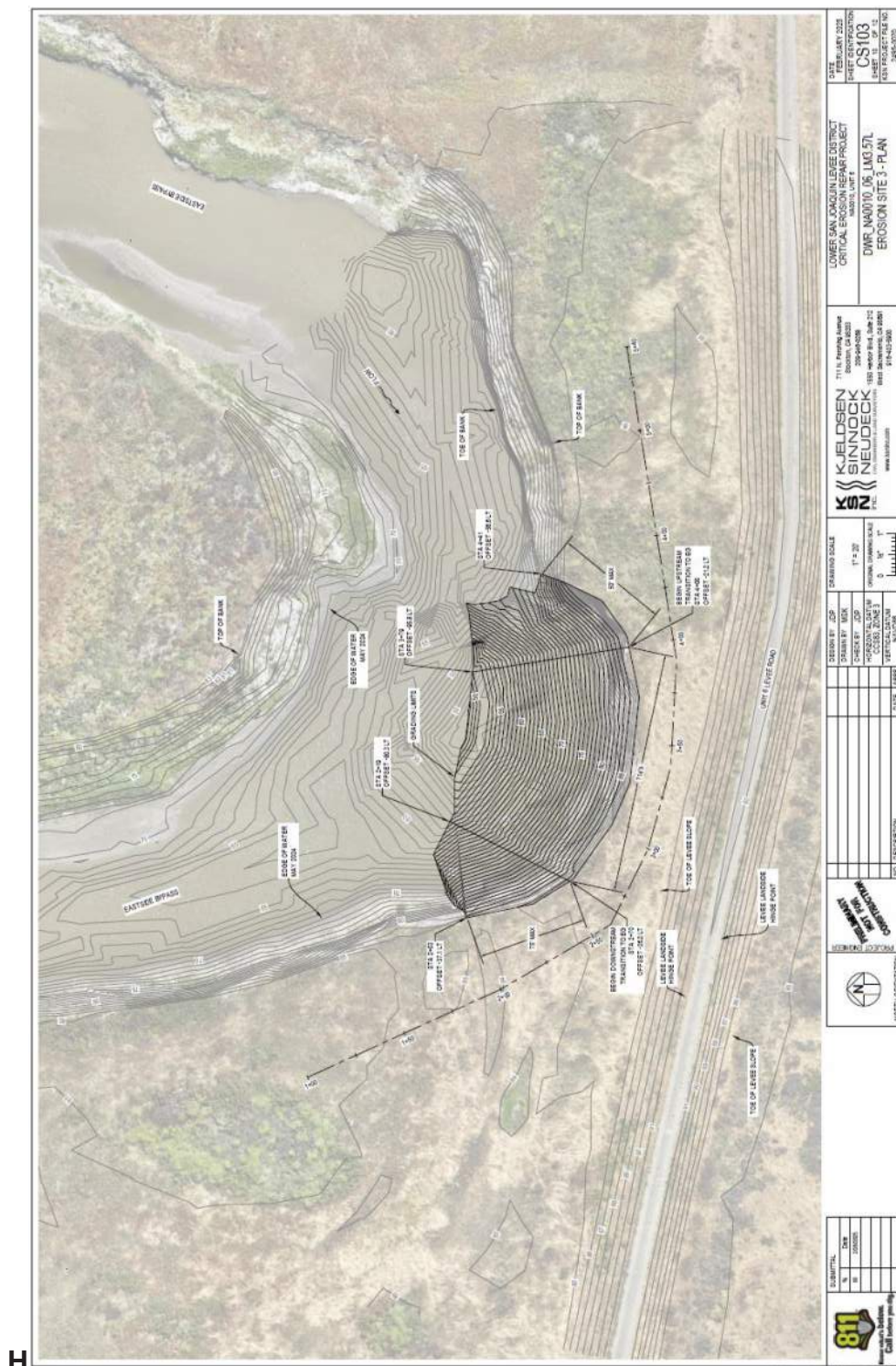


Figure 4: Site 3 Impact Drawing

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Attachment B – Receiving Waters, Impacts and Mitigation Information

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

Table 1: Receiving Water(s) Information

Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	California Rapid Assessment Method (CRAM) ID
Site 1, Site 2, Site 3	Bear Creek	Stream	535.70	San Joaquin River – Sack Dam to Merced River	MUN, AGR, PROC, REC-1, REC-2, WARM, MIGR, SPWN, WILD	N/A	N/A

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Site 1	37.27576	-120.82359	No	0.11	611	235
Site 2	37.25271	-120.79259	No	0.30	1,335	500
Site 3	37.25133	-120.77564	No	0.21	1,900	230

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

In-Lieu Fee Compensatory Mitigation Information

Table 3: In-Lieu Fee Program

In-Lieu Fee Program Name:	National Fish and Wildlife Foundation's Sacramento District California
Website:	https://www.nfwf.org/mitigating-impacts/sacramento-district-california-lieu-fee-program
In-Lieu Fee Program Contact Name:	TBD
Phone:	TBD
Email:	TBD
In-Lieu Fee Program Location - County:	TBD
Latitude:	TBD
Longitude:	TBD

Table 4: Mitigation Type Information

Aquatic Resource Credit Type	Acres Impacted	Linear Feet	Number of Credits to Purchase
Stream Channel	0.62		0.62

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Attachment C – CEQA Findings of Fact

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061.

Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15302 Replacement or Reconstruction.

Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

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Attachment D – Reports and Notification Requirements

I. Copies of this form

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

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
(https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
- **Part A (Annual Reports):** These reports will be submitted annually until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleyfresno@waterboards.ca.gov and cc: Brandon.Salazar@waterboards.ca.gov.
 - Include in the subject line of the email:
ATTN: Brandon Salazar; Project Name; and WDID No. 5B24CR00122

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

15 December 2025

IV. Map/Photo Documentation Information

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

A. Map Format Information:

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

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

B. Photo-Documentation:

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

V. Report and Notification Cover Sheet

Project: Lower San Joaquin Levee District Critical Erosion Repairs
Permittee: Lower San Joaquin Levee District
WDID: 5B24CR00122
Reg. Meas. ID: 462836
Place ID: 903155
Order Effective Date: 15 December 2025
Order Expiration Date: 15 December 2030

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report – Not Applicable
Report Type 2 ☐ Annual Report

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

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

Print Name¹

Affiliation and Job Title

Signature

Date

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

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

Permittee's Signature

Date

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

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report – Not Applicable

2. Report Type 2 - Annual Report

- a. Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. When to Submit** - The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
- c. Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

- a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
- b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

- 1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

B. Part B – Project Status Notifications

1. Report Type 3 - Commencement of Construction

- a. Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. Report Contents** -
 - i. Date of commencement of construction.
 - ii. Anticipated date when discharges to waters of the state will occur.
 - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
 - iv. Construction Storm Water General Permit WDID No.
 - v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
 - i. Status of storm water Notice of Termination(s), if applicable.
 - ii. Status of post-construction storm water BMP installation.
 - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
 - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
 - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. Report Contents -

i. Part A: Mitigation for Temporary Impacts

- 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

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

iii. Part C: Post-Construction Storm Water BMPs

- 1) Date of storm water Notice of Termination(s), if applicable.
- 2) Report status and functionality of all post-construction BMPs.
- 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

- a. Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. Report Contents** -
 - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

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

3. Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

- b. When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks of initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
- c. Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. Report Type 9 - Modifications to Project Report

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

5. Report Type 10 - Transfer of Property Ownership Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
- b. When to Submit** - At least 10 working days prior to the transfer of ownership.
- c. Report Contents** -
 - i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
 - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
 - ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
- b. When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.
- c. Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

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

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

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Attachment F – Certification Deviation Procedures

I. Introduction

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

II. Process Steps

A. Who may apply:

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

B. How to apply:

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

C. Certification Deviation Request:

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

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

environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

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

E. Annual Summary Deviation Report:

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

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**Attachment G - Compliance with Code of Federal Regulations,
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or

monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the Project, that the

Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the

regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification’s application.

3. This Order is conditioned upon total payment of any fee

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board’s Basin Plan. The Basin Plan’s water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water

quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the

Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

8. Delta Regional Monitoring Program (RMP)

This condition ensures continued monitoring, reporting and assessment of water quality for discharges that may impact Delta quality. The Delta waterways are listed as impaired under Clean Water Act section 303(d) for chlordane, DDT, diazinon, dieldrin, mercury, polychlorinated biphenyls, and unknown toxicity. Data from these monitoring studies is used to inform

existing control programs, including the Delta Mercury Control Program under the Basin Plan. (Basin Plan, Section 4.5.4.3.)

F. Administrative

1. Signatory requirements for all document submittals

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

3. The Permittee shall grant Central Valley Water Board staff

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board’s authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.” Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of

Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. A copy of this Order must be available at the Project site(s) during construction . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements

(or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling

The conditions related to directional drilling are necessary given the risks posed by an inadvertent return of drilling fluids to waters. Given the likely toxicity of the discharge and the proximity to the impacted water, significant adverse impacts to waters would be expected and remediation would be difficult. This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Horizontal directional drilling, and similar drilling operations, may result in the unintentional discharge of drilling fluids to waters of the state. These conditions are necessary to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

3. Dredging

Conditions relating to dredging activities are necessary ensure protection of beneficial uses and water quality during dredging operations and placement of dredged materials. Authorized placement of materials ensures that no adverse impacts to ground or surface water will occur. This condition is required to assure that dredging operations will comply with water quality objectives established for surface waters, including turbidity and the reintroduction and resuspension of harmful metal or organic materials. (Basin Plan, Sections 3.1.21, 3.1.17.) These conditions are necessary to ensure that

1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

4. Fugitive Dust

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management “Housekeeping”

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7, 3.1.10, & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. Invasive Species and Soil Borne Pathogens

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses

designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a

net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific – Not Applicable

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

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state

and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts

The conditions under Sections K and L regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California's "No Net Loss" Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

L. Ecological Restoration and Enhancement

M. Certification Deviation

- 1. Minor modifications of Project locations or predicted impacts**
- 2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the Project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized

by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

Nationwide Permit #13: 2026-2031

From: <https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll9/id/3209>

Bank Stabilization: Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects (an exception is for bulkheads – the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);
- (c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);
- (g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;
- (h) The activity is not a stream channelization activity; and
- (i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

In addition, this NWP authorizes discharges of dredged or fill material into waters of the United States and structures and work in navigable waters of the United States to incorporate nature-based solutions into new and existing bank stabilization activities to provide habitat and other ecosystem functions and services and to reduce adverse effects of bank stabilization activities on the aquatic environment. Examples of nature-based solutions for bank stabilization activities include the use of construction materials for seawalls and bulkheads that have textured surfaces, crevices, shelves, benches, and pits that support attachment and growth of benthic organisms; vegetative stabilization; bioengineering; the construction of rock pools next to the bank stabilization activity; the construction of small pocket beaches next to the bank stabilization activity; the use of various sizes of rock for revetments to provide different sizes of spaces between rocks for habitat for various species of organisms; the placement of rock clusters next to a seawall or bulkhead; the placement of large wood next to seawalls, bulkheads, and revetments; and the placement of bags of molluscs or the placement of small reef structures to provide habitat for molluscs and other sessile aquatic organisms next to a seawall, bulkhead, or revetment. Nature-based solutions should be appropriate for the physical and biological characteristics of the site.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges of dredged or fill material into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of dredged or fill material of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.) (Authorities: Sections 10 and 404) Note 1: In coastal waters and the Great Lakes, living shorelines may be an appropriate option for bank stabilization, and may be authorized by NWP 54. Note 2: Under 33 CFR 320.4(g)(2), a landowner has the general right to protect his or her property from erosion, and the district engineer can provide general

guidance to the landowner regarding possible alternative methods of protecting his or her property. Permittees are encouraged to use soft bank stabilization approaches (e.g., bioengineering, vegetative stabilization) at sites where those methods are likely to be effective in managing erosion, such as sites where shorelines and banks are subject to moderate to low erosive forces. However, hard bank stabilization activities (e.g., seawalls, bulkheads, revetments, riprap) may be necessary at sites where shorelines and banks are subject to strong erosive forces. An appropriate and effective approach to managing shoreline or bank erosion at a specific site requires consideration of a variety of factors, including but not limited to: bank height; bank condition; the energy of tides, waves, currents, or other water flows that the bank is exposed to; fetch; nearshore water depths; the potential for storm surges; sediment or substrate type; tidal range in waters subject to the ebb and flow of tides; shoreline configuration and orientation; the width of the waterway; and whether there is infrastructure in the vicinity of the proposed bank stabilization activity that needs to be protected and the degree of protection needed.

FROM: <https://usace.contentdm.oclc.org/utils/getfile/collection/p16021coll9/id/3209>

2026 Nationwide Permits: 2026-2031

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows, including tidal flows. The activity must not restrict or impede the passage of normal or high flows, including tidal flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance. If mats are used to minimize soil disturbance, the affected areas must be returned to pre-construction elevations, and revegetated as appropriate. In circumstances where the use of mats has caused significant soil compaction, efforts using techniques (e.g., soil reaeration

techniques) to break up the compaction should be employed to return the soil to a pre-construction state prior to returning to pre-construction elevations.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or

study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-federal

applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal permittee should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B)

permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects on properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects on any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic

Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects on historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying

the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activities authorized by NWP, must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the federal, tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, because streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the

district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33

CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way,

mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed activity which may result in any discharge from a point source into waters of the United States must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by the certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed activity which may result in any discharge from a point source into waters of the United States in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed activity which may result in any discharge from a point source into waters of the United States is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge into waters of the United States, the permittee must submit a copy of the certification to the district engineer. The discharge into waters of the United States is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied (i.e., by the issuance of a water quality certification or a waiver and completion of the Section 401(a)(2) process).

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously

issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) The total acreage loss of waters of the United States for a single and complete project cannot exceed the acreage limit of the NWP with the highest specified acreage limit when multiple NWPs are used to authorize an activity.

(b) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States for that single and complete project cannot exceed that specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14 (which has an acreage limit of 1/3 acre in tidal waters), with associated bank stabilization authorized by NWP 13 (which does not have a 56 specified acreage limit), the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(c) If two or more of the NWPs used to authorize the single and complete project have specified acreage limits, the acreage loss of waters of the United States authorized by each of those NWPs cannot exceed the specified acreage limits of each of those NWPs. For example, if a commercial development is constructed under NWP 39 (which has a 1/2-acre limit), and the single and complete project includes the filling of a ditch authorized by NWP 46 (which has a 1-acre limit), the maximum acreage loss of waters of the United States for the construction of the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States caused by the combination of the NWP 39 and NWP 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The successful completion of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission

or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be

modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require preconstruction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to

provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of waters, wetlands, and other special aquatic sites on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate. For NWP 27 activities that require PCNs because of other general conditions or regional conditions imposed by division engineers, see Note 2 of that NWP;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the compensatory mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require preconstruction notification, federal

permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and 60 supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require preconstruction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10

calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases where the prospective permittee is not a federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this

determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add activity-specific conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed NWP activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. However, compensatory mitigation shall not be required for activities authorized by NWP 27 because those activities must result in net increases in aquatic resource functions and services (see the text of NWP 27). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal when determining whether the net adverse environmental effects of the proposed NWP activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the proposed activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will

notify the permittee and include any activity specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed NWP activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN review period (unless additional time is required to comply with general conditions 16, 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic ecosystem restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on: (1) the structure, functions, and dynamics of an aquatic ecosystem type or a riparian area type that currently exists in the region; (2) the structure, functions, and dynamics of an aquatic ecosystem type or riparian area type that existed in the region in the past; and/or (3) indigenous and local ecological knowledge that apply to the aquatic ecosystem type or riparian area type (i.e., a cultural ecosystem). Cultural ecosystems are ecosystems that have developed under the joint influence of natural processes and human

management activities (e.g., fire stewardship). An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Nature-based solutions: Actions to protect, sustainably manage, and restore natural or modified ecosystems, that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil,

destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic

characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality

degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. The substrate may also be comprised, in part, of organic matter, such as large or small wood fragments, leaves, algae, and other organic materials. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

***Final 2026 Nationwide Permit (NWP) Regional Conditions
for the State of California***

(Effective March 15, 2026, until March 15, 2031)

A. Regional Conditions for the State of California:

1. The permittee shall submit a pre-construction notification (PCN), in accordance with General Condition 32, in the following circumstances:

a. Activities involving new bank stabilization that do not incorporate bioengineering techniques. Bioengineering techniques include using live plants alone or in combination with dead or inorganic materials, including rock, sand, or gravel;

b. Activities resulting in a discharge of dredged or fill material in waters of the United States on Tribal lands;

c. Activities involving the permanent channelization, realignment, or relocation of streams; and,

d. Activities that have the potential to adversely affect Essential Fish Habitat (EFH), as designated by the Pacific Fishery Management Council. The PCN shall include an EFH assessment and analysis of effects of the action on EFH, in accordance with 50 C.F.R. § 600.920 (e). For Federal permittees, if a PCN is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with the Magnuson-Stevens Fishery Conservation and Management Act.

2. In the desert regions of Los Angeles District (USGS Hydrologic Unit Code accounting units: *Lower Colorado* - 150301, *Northern Mojave* - 180902, *Southern Mojave* - 181001, and *Salton Sea* - 181002), NPWs 3, 7, 12 – 15, 17 – 19, 21, 23, 25, 29, 35, 36, 39 – 46, 48 – 54, and 57 – 59, cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the loss of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45, in excess of 0.1 acre.

3. In the Los Angeles District, NWP 29, 39, 42 and 43 cannot authorize a loss of waters of the United States greater than 0.25 acre within the Murrieta Creek and Temecula Creek watersheds in Riverside County.

4. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' South Pacific Division Engineer, through discretionary authority has revoked the use of the following 26 selected NWPs within these SAMP watersheds: 3, 7, 12 – 14, 16 – 19, 21, 25, 27, 29, 31, 33, 39 – 44, 46, 49, 50, 57, and 58. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority. Additional information is available here: <https://www.spl.usace.army.mil/Missions/Regulatory/Established-LOP-Procedures>.

5. In the Los Angeles District, the permittee shall submit a pre-construction notification (PCN), in accordance with General Condition 32, in the following circumstances:

a. Activities that would result in a loss of waters of the United States within the Murrieta and Temecula Creek watersheds in Riverside County, California;

b. Activities that would result in a loss of waters of the United States within Santa Clara River watershed in Los Angeles and Ventura County, California, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River;

c. Activities that would result in a loss of waters of the United States within all watersheds in the Santa Monica Mountains in Los Angeles and Ventura County, California, bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south; and,

d. Activities that would result in a loss of waters of the United States within all perennial waterbodies and special aquatic sites.

6. In the San Francisco District, the use of NWPs 29 and 39 are prohibited within the San Francisco Bay diked baylands¹ (Figure 1).

7. In the San Francisco District, the permittee shall submit a pre-construction notification (PCN), in accordance with General Condition 32, for all NWP activities that will take place in waters of the United States, including jurisdictional wetlands, that are within the San Francisco Bay diked baylands¹ (Figure 1).

8. In the Sacramento District, the use of any NWP (except NWPs 3, 6, 16, 20, 24, 27, 37, 38, 52, 53, and 59) authorizing the discharge of dredged or fill material in peatlands² containing histosols, including bogs and fens, is prohibited.

¹The San Francisco Bay diked baylands are defined as undeveloped areas that are currently behind levees and are within the historic margin of the Bay. The historic margin of the Bay is defined as areas on the Nichols and Wright map (see figure 1) below the 5-foot contour line, National Geodetic Vertical Datum (NGVD) (Nichols, D.R., and N. A. Wright. 1971. Preliminary map of historic margins of marshland, San Francisco Bay, California. U.S. Geological Survey Open File Map).

²A peatland is classified by the Natural Resources Conservation Service (NRCS) as a Histosol if half or more of the upper 80 cm is organic. See Field Indicators of Hydric Soils in the United States (Version 9.2, 2025) here: https://www.nrcs.usda.gov/sites/default/files/2025-09/Field-Indicators-of-Hydric-Soils-v9-2_0.pdf

B. 401 Water Quality Certification (401 WQC) Regional Conditions for California:

1. For NWP 1, 3(a), 4, 5, 6, 9, 10, 11, 12, 13, 14, 20, 22, 28, 32, 36, 54, 57, and 58, on **non-tribal lands within the State of California**, the permittee shall comply with all terms and conditions of the attached December 15, 2025, Section 401 WQC granted by the State of California, State Water Resources Control Board.
2. For all NWPs (except 24 and 34) on **tribal lands within U.S. Environmental Protection Agency (EPA) Region 9 boundaries in the State of California**, the permittee shall comply with all terms and conditions of the attached December 11, 2025, Section 401 WQC granted by the U.S. EPA.
3. For NWPs 3 - 7, 13 - 23, 25, 27, 29 - 34, 36 - 46, 48 - 54, 59 and 60 on the **Morongo Reservation within the Los Angeles District boundaries in the State of California**, the permittee shall comply with all terms and conditions of the attached October 29, 2025, Section 401 WQC granted by the Morongo Band of Mission Indians.
4. For all NWP activities on the **Pala Reservation within the Los Angeles District boundaries in the State of California**, the permittee shall comply with all terms and conditions of the attached October 29, 2025, Section 401 WQC granted by the Pala Band of Mission Indians.

Permit

National Marine Fisheries Service Section 7 (WCRO-2025-02965)



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region, California Central Valley Office
650 Capitol Mall, Suite 5-100
SACRAMENTO, CA 95814-4700

Refer to NMFS No: WCRO-2025-02965

November 19, 2025

Kathy Norton
Senior Project Manager
California South Section
Sacramento District
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814-2922

Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Critical Erosion Repair Project for the Eastside Bypass (SPK-2025-00533)

Dear Ms. Norton:

This letter responds to your October 29, 2025, request for concurrence from the National Marine Fisheries Service (NMFS) pursuant to Section 7 of the Endangered Species Act (ESA) for the subject action. Your request qualified for our expedited review and concurrence because it contained sufficient information on your proposed action and its potential effects to ESA-listed species and designated critical habitat. Updates to the regulations governing interagency consultation (50 CFR part 402) were effective on May 6, 2024 (89 FR 24268). We are applying the updated regulations to this consultation. The 2024 regulatory changes, like those from 2019, were intended to improve and clarify the consultation process, and, with one exception from 2024 (offsetting reasonable and prudent measures), were not intended to result in changes to the Services' existing practice in implementing section 7(a)(2) of the ESA (84 FR 45015; 89 FR 24268). We have considered the prior rules and affirm that the substantive analysis and conclusions articulated in this letter of concurrence would not have been any different under the 2019 regulations or pre-2019 regulations.

We reviewed U.S. Army Corps of Engineers' (Corps) consultation request document and related materials. Based on our knowledge, expertise, and your action agency's materials, we concur with the action agency's conclusions that the proposed action is not likely to adversely affect the following NMFS ESA-listed species: California Central Valley steelhead distinct population segment (*Oncorhynchus mykiss*), Central Valley spring-run Chinook salmon evolutionarily significant unit (*O. tshawytscha*), and North American green sturgeon southern distinct population segment (*Acipenser medirostris*).



The proposed project would repair three critical, eroding bank sites within the Eastside Bypass, a tributary to the San Joaquin River, in Merced County, California. These areas were damaged from winter storms in 2022-2023. The proposed action will include the placement of rock slope protection to stabilize the sites. Without this repair, additional erosion could compromise the levee integrity and result in breaches during a major storm event.

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available through NMFS' Environmental Consultation Organizer at <https://appsportal.fisheries.noaa.gov/eco/>. A complete record of this consultation is on file at the NMFS California Central Valley Office.

Reinitiation of consultation is required and shall be requested by the Corps, where discretionary federal involvement or control over the action has been retained or is authorized by law and (1) the proposed action causes take; (2) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (3) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the written concurrence; or (4) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16).

This concludes the ESA consultation.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) designated under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), including conservation measures and any determination you made regarding the potential effects of the action. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation.

Section 305 (b) of the MSA directs federal agencies to consult with NMFS on all actions or proposed actions that may adversely affect EFH. Under the MSA, this consultation is intended to promote the conservation of EFH as necessary to support sustainable fisheries and the managed species' contribution to a healthy ecosystem. For the purposes of the MSA, EFH means "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity", and includes the associated physical, chemical, and biological properties that are used by fish (50 CFR 600.10). Adverse effect means any impact that reduces quality or quantity of EFH, and may include direct or indirect physical, chemical, or biological alteration of the waters or substrate and loss of (or injury to) benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quality or quantity of EFH. Adverse effects may result from actions occurring within EFH or outside of it and may include direct, indirect, site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions (50 CFR 600.810). Section 305(b) of the MSA also requires NMFS to recommend measures that can be taken by the action agency to conserve EFH. Such recommendations may include measures to avoid, minimize, mitigate, or otherwise offset the adverse effects of the action on EFH (50 CFR 600.905(b)).

NMFS determined the proposed action would adversely affect EFH for Chinook salmon designated under the Pacific Coast Salmon Fishery Management Plan as follows: temporary increases in turbidity and suspended sediments. The aquatic habitat in the action area is degraded, and there are no Habitat Areas of Particular Concern for salmon within the action area. The placement of the rock slope protection may result in local increases in turbidity and suspended sediments during construction. However, the adverse effects would be temporary and minimal in nature. Furthermore, the best management practices and avoidance and minimization measures incorporated effectively address anticipated adverse effects on EFH. Therefore, NMFS does not believe additional conservation recommendations are necessary to avoid, minimize, mitigate, or otherwise offset the adverse effects of the proposed action on EFH.

This concludes the MSA consultation.

Please direct questions regarding this letter to Elizabeth Hartman, ESA Analyst II, California Central Valley Office, at Elizabeth.Hartman@noaa.gov or (301) 427-8389.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Ambrose".

Jonathan Ambrose
San Joaquin River Basin Branch Chief
California Central Valley Office

cc: To the file ARN 151422-WCR2025-SA0041

Ms. Kathy Norton, U.S. Army Corps of Engineers, Kathy.Norton@usace.army.mil

Ms. Diane Moore, Moore Biological Consultants, moorebio@softcom.net

Permit

Regional Water Quality Control Board 401 Permit (WDID 5B24CR00122)



Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date:	15 December 2025	Reg. Meas. ID: 462836
Expiration Date:	15 December 2030	Place ID: 903155
Program Type:	Fill/Excavation	WDID No.: 5B24CR00122
		USACE No.: SPK-2025-00533
		NWP No. 13
Project Type:	Non-Restoration Bank Stabilization	
Project:	Lower San Joaquin Levee District Critical Erosion Repairs	
Applicant:	Lower San Joaquin Levee District	
Applicant Contact:	Shane Swartz Lower San Joaquin Levee District 11704 W. Henry Miller Avenue Dos Palos, California 93620 Phone: (559) 400-2077 Email: shane@lsjld.org	
Applicant's Agent:	Diane S. Moore Moore Biological Consultants 10330 Twin Cities Road #30 Galt, CA 95632 Phone: (209) 986-5862 Email: moorebio@softcom.net	
Water Board Staff:	Brandon Salazar Water Resource Control Engineer 1685 E Street Fresno, CA 93706 Phone: (559) 445-6278 Email: Brandon.Salazar@waterboards.ca.gov	

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (559) 445-5116 and ask to speak with the Water Quality Certification Unit Supervisor.

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Lower San Joaquin Levee District (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 23 September 2025. The application was deemed complete on 23 October 2025.

Central Valley Water Board staff requested additional information necessary to supplement the contents of the complete application and the Permittee responded to the request for supplemental information on the following dates:

Date of Request for Supplemental Information: **1 October 2025**
Date all requested information was received: **19 November 2025**

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 10 October 2025 to 31 October 2025. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the Project is to address three critical erosion sites located on the waterside of the Eastside Bypass levee along Bear Creek. These sites suffered severe erosion during the 2022-2023 winter storms, resulting in conditions that threaten the integrity of the levee. The overall goal of the Project is to repair and stabilize the eroded banks from further damage.

IV. Project Description

The Project involves grading and placing rock slope protection (RSP) in the channel and along the bank at a stable horizontal/vertical ratio of 2:1 slope, directly on the existing channel embankment.

V. Project Location

County: Merced

Assessor's Parcel Number(s): 055-260-002-000, 049-190-015-000, 049-190-015-000, 049-190-014-000

Nearest City: Gustine

Site 1 - Latitude: 37.27576 Degrees and Longitude: -120.82359 Degrees

Site 2 - Latitude: 37.252706 Degrees and Longitude: -120.792586 Degrees

Site 3 - Latitude: 37.251328 Degrees and Longitude: -120.775642 Degrees

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

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

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

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

VII. Description of Direct Impacts to Waters of the State

Direct impacts to Waters of the State include regrading of the channel, and addition of RSP will be placed for erosion protection.

Total Project fill/excavation quantities for all impacts are summarized in Table 1. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 1: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Lake			
Ocean/bay/estuary			
Riparian Zone			
Stream Channel	0.62	3,846	965
Vernal Pool			
Wetland			

VIII. Description of Indirect Impacts to Waters of the State – Not Applicable

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order.

According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

Standard construction Best Management Practices (BMPs) such as compaction of soil, use of water trucks, and re-seeding disturbed areas with a native erosion control mix following construction will be employed to minimize dust, erosion, and potential sedimentation to downstream waterways.

X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section VII for permanent impacts.

XI. California Environmental Quality Act (CEQA)

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061.

Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15302 Replacement or Reconstruction.

Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

XII. Petitions for Reconsideration

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

XIII. Fees Received

A. An application fee of \$4,212.00 was received on 30 September 2025. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

An additional fee of \$19,065.00 based on total Project impacts was received on 30 September 2025.

B. Annual Fees: This Certification is subject to annual billing based on the fee schedule in effect at the time of billing. Annual billing will continue until the Project, including monitoring, is complete and the Central Valley Water Board receives an acceptable request for a Notice of Project Complete Letter (see Attachment D). Annual invoices for fill and excavation projects are issued for projects active for any amount of time in the current fiscal year (July 1 – June 30). Annual invoices for dredging projects are based on the quantity of dredged material in the previous fiscal year. Invoices are usually sent out at the end of each calendar year.

To stop annual billing, the Permittee must request a Notice of Project Complete Letter from the Central Valley Water Board. Central Valley Water Board staff will verify if the conditions of the Certification are met and may conduct a site visit to confirm compliance.

For more information on fees, visit the State Water Board's [Water Quality Fees Web page](https://www.waterboards.ca.gov/resources/fees/water_quality/) (https://www.waterboards.ca.gov/resources/fees/water_quality/), under Water Quality Certification (WQC) Program Fees.

XIV. Conditions

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

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

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

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

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

- a. **Monthly Reporting** – Not Applicable
- b. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials¹

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).
- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

¹ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP

Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present, continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During in-water work, dewatering activities, or during the installation or removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality objectives:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.
- c. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not

exceed 1 NTU;

- iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
- iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
- v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

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

- d. At no time or place shall the temperature of COLD or WARM intrastate waters be increased more than five (5) degrees Fahrenheit above natural receiving water temperature.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 2 sampling parameters.² The sampling requirements in Table 2 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of each work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

² Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

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

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
pH	Standard Units	Grab	Every 4 hours
Turbidity	NTU	Grab	Every 4 hours
Temperature	Degrees F (or as degrees C)	Grab	Every 4 hours
Visible construction related pollutants ³	Observations	Visual Inspections	Continuous throughout the construction period

4. Post-Construction:

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

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition

³ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
6. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a “take” will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangered Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where

a regulated facility or activity is located or conducted, or where records are kept.

- b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall be submitted to Central Valley Water Board staff for acceptance at least **30 days** in advance of any discharge to the affected water body. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and shall be implemented in accordance with the approved plan(s).
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or

clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

- d. If water is present, the area must be dewatered prior to start of work.
- e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the Project.
- f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust:

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. Good Site Management “Housekeeping”

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure

leaks from the equipment are not occurring and are not a threat to water quality.

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

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.
- b. No wet concrete shall be placed stream channel habitat.
- c. Concrete must be completely cured before coming into contact with waters of the United States and waters of the state. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.

7. Invasive Species and Soil Borne Pathogens

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

8. Post-Construction Storm Water Management

- a. The Permittee must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices and as required by local agency permitting the Project, as appropriate:
 - i. Minimize the amount of impervious surface;
 - ii. Reduce peak runoff flows;
 - iii. Provide treatment BMPs to reduce pollutants in runoff;
 - iv. Ensure existing waters of the state (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - v. Preserve and where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;

- vi. Limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
- vii. Use existing drainage master plans or studies to ensure incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
- viii. Identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss; and
- ix. Control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.

9. Roads

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.
- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must

be maintained and kept clean for the life of the temporary stream crossing structure.

10.Sediment Control

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

11.Special Status Species– Not Applicable

12.Stabilization/Erosion Control

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

13.Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include an effective combination of erosion and sediment control Best Management Practices (BMPs) and must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific– Not Applicable

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

J. Mitigation for Temporary Impacts – Not Applicable

K. Compensatory Mitigation for Permanent Impacts:

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

2. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.62 acre of stream channel by purchasing a minimum of 0.62 Aquatic Resource Credits in the San Joaquin Aquatic Resource Watershed Service Area. Required credits shall be purchased from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.
- b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 3. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 3: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	In-Lieu Fee Credits	Acres						0.62

L. Ecological Restoration and Enhancement– Not Applicable

M. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on the environment. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential

environmental impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Lower San Joaquin Levee District Critical Erosion Repairs, WDID No. 5B24CR00122, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The Central Valley Water Board will file a Notice of Exemption (NOE) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

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

15 December 2025

(for) Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Date

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements

Attachment E: Signatory Requirements

Attachment F: Certification Deviation Procedures

Attachment G: Compliance with Code of Federal Regulations

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Attachment A – Project Maps

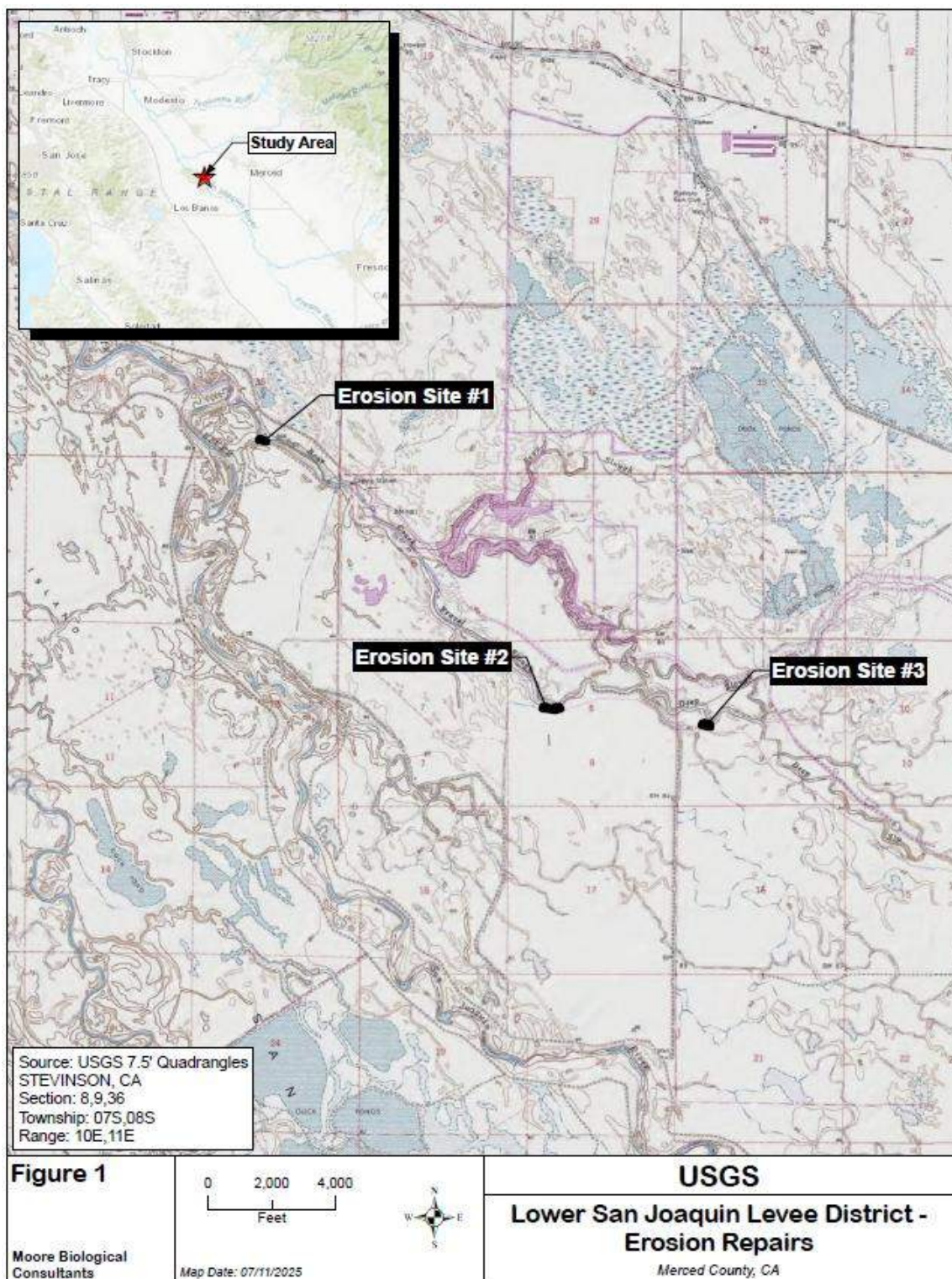
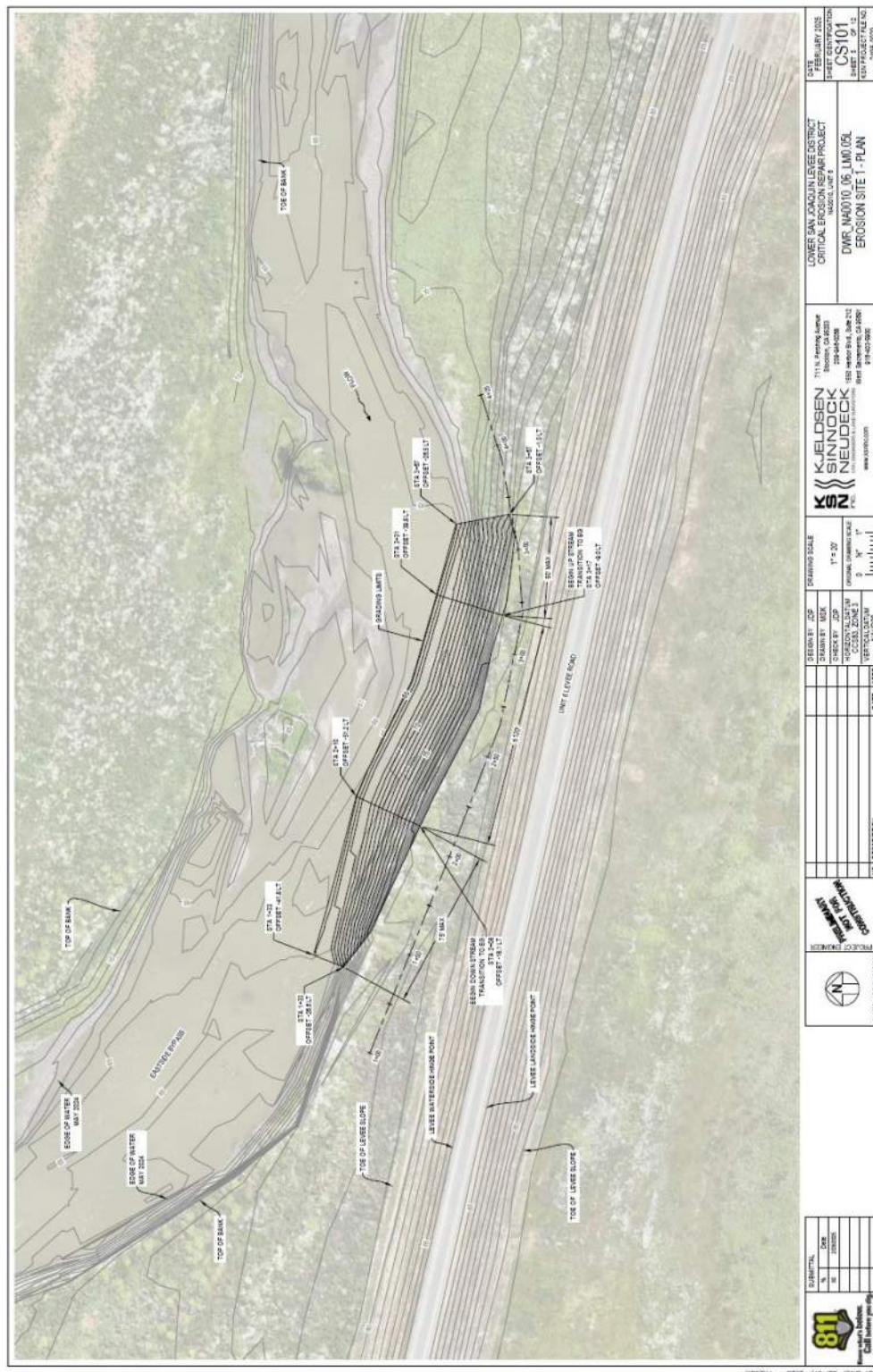
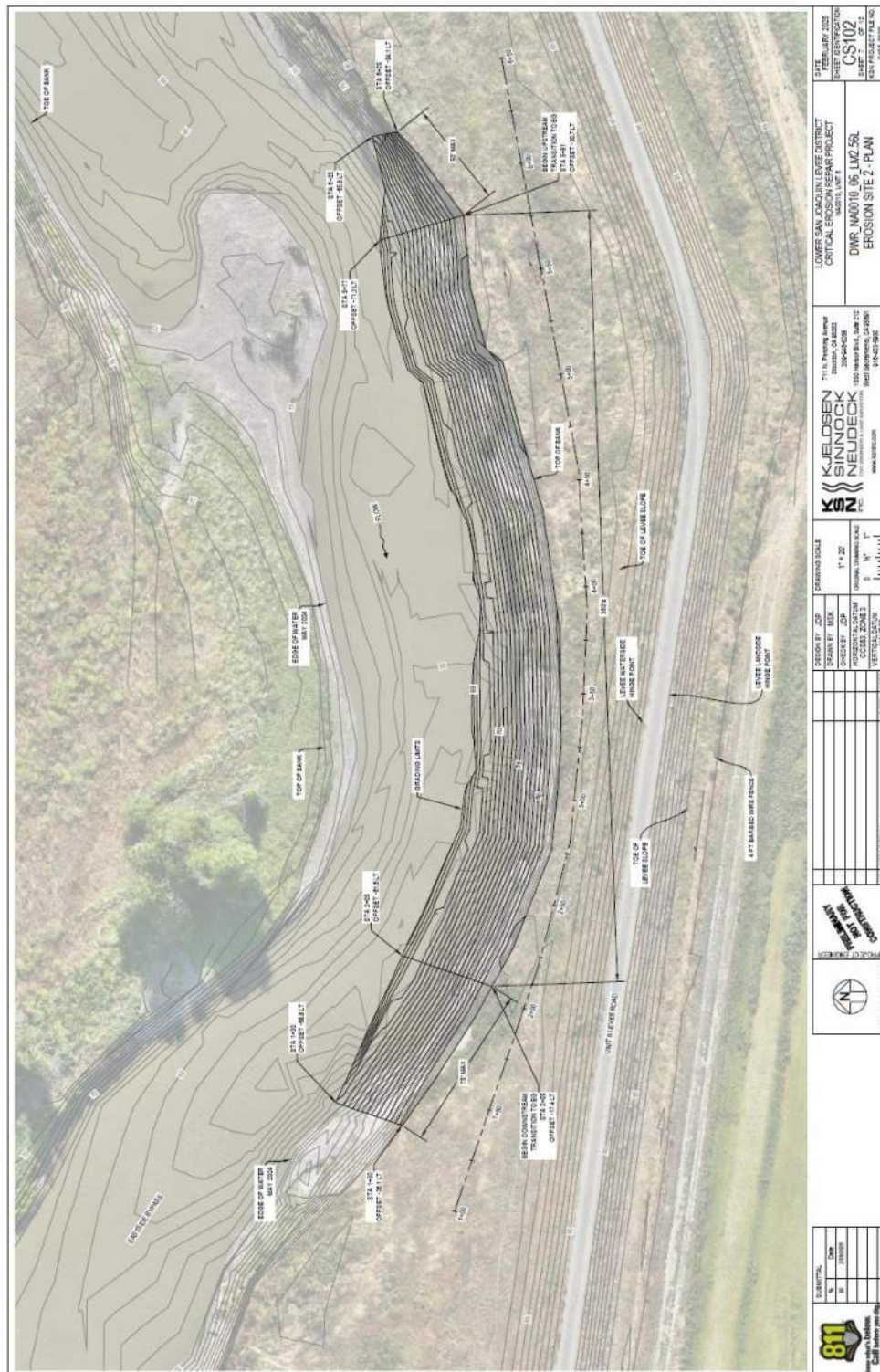


Figure 1: Project Vicinity Map





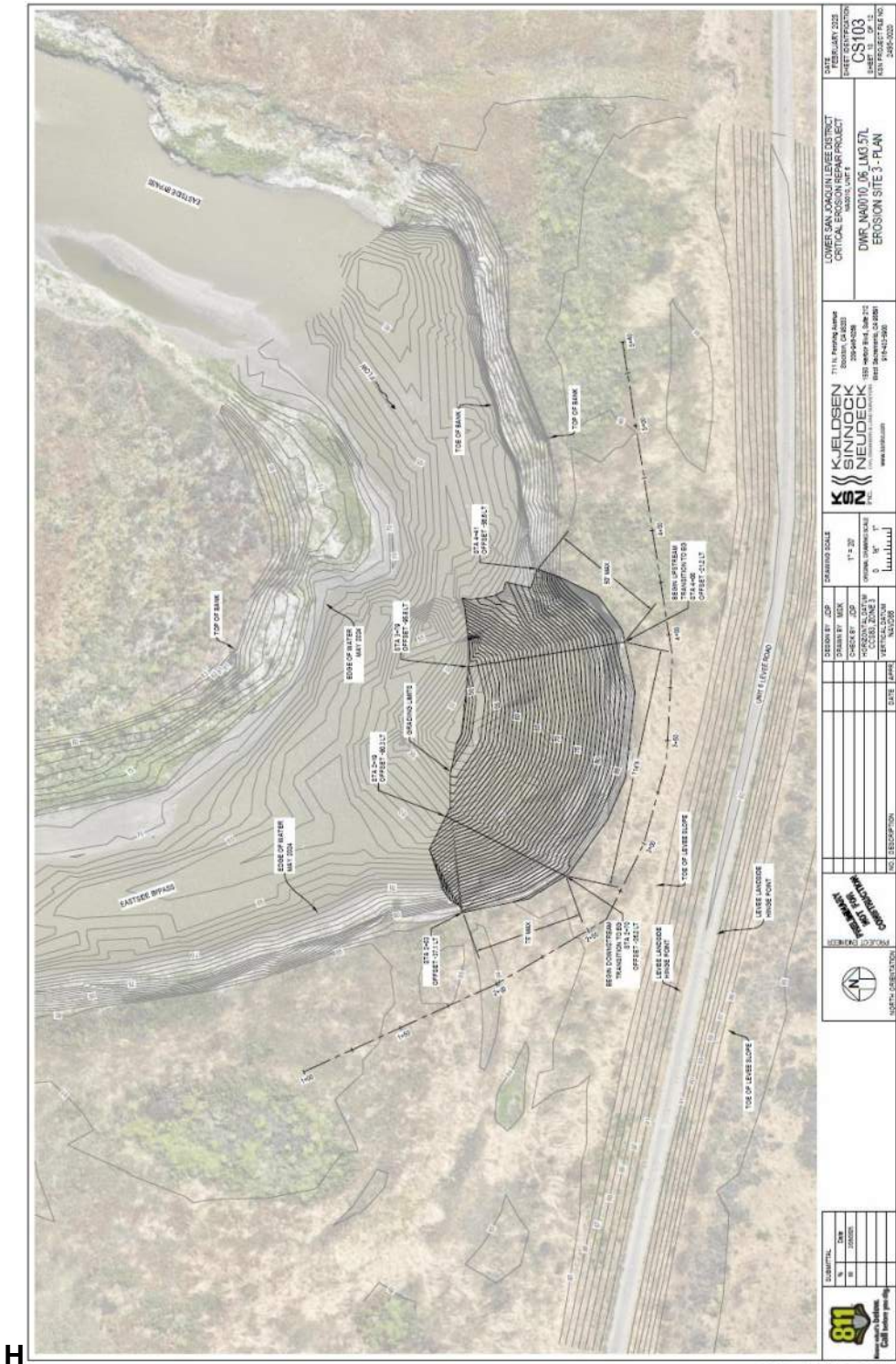


Figure 4: Site 3 Impact Drawing

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Attachment B – Receiving Waters, Impacts and Mitigation Information

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

Table 1: Receiving Water(s) Information

Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	California Rapid Assessment Method (CRAM) ID
Site 1, Site 2, Site 3	Bear Creek	Stream	535.70	San Joaquin River – Sack Dam to Merced River	MUN, AGR, PROC, REC-1, REC-2, WARM, MIGR, SPWN, WILD	N/A	N/A

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Site 1	37.27576	-120.82359	No	0.11	611	235
Site 2	37.25271	-120.79259	No	0.30	1,335	500
Site 3	37.25133	-120.77564	No	0.21	1,900	230

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

In-Lieu Fee Compensatory Mitigation Information

Table 3: In-Lieu Fee Program

In-Lieu Fee Program Name:	National Fish and Wildlife Foundation's Sacramento District California
Website:	https://www.nfwf.org/mitigating-impacts/sacramento-district-california-lieu-feeprogram
In-Lieu Fee Program Contact Name:	TBD
Phone:	TBD
Email:	TBD
In-Lieu Fee Program Location - County:	TBD
Latitude:	TBD
Longitude:	TBD

Table 4: Mitigation Type Information

Aquatic Resource Credit Type	Acres Impacted	Linear Feet	Number of Credits to Purchase
Stream Channel	0.62		0.62

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Attachment C – CEQA Findings of Fact

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061.

Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15302 Replacement or Reconstruction.

Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

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Attachment D – Reports and Notification Requirements

I. Copies of this form

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

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
(https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
- **Part A (Annual Reports):** These reports will be submitted annually until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleyfresno@waterboards.ca.gov and cc: Brandon.Salazar@waterboards.ca.gov.
 - Include in the subject line of the email:
ATTN: Brandon Salazar; Project Name; and WDID No. 5B24CR00122

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

15 December 2025

IV. Map/Photo Documentation Information

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

A. Map Format Information:

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

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

B. Photo-Documentation:

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

V. Report and Notification Cover Sheet

Project: Lower San Joaquin Levee District Critical Erosion Repairs
Permittee: Lower San Joaquin Levee District
WDID: 5B24CR00122
Reg. Meas. ID: 462836
Place ID: 903155
Order Effective Date: 15 December 2025
Order Expiration Date: 15 December 2030

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report – Not Applicable
Report Type 2 ☐ Annual Report

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

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

Print Name¹

Affiliation and Job Title

Signature

Date

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

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

Permittee's Signature

Date

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

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report – Not Applicable

2. Report Type 2 - Annual Report

- a. Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. When to Submit** - The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
- c. Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

- a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
- b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

- 1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

B. Part B – Project Status Notifications

1. Report Type 3 - Commencement of Construction

- a. Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. Report Contents** -
 - i. Date of commencement of construction.
 - ii. Anticipated date when discharges to waters of the state will occur.
 - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
 - iv. Construction Storm Water General Permit WDID No.
 - v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
 - i. Status of storm water Notice of Termination(s), if applicable.
 - ii. Status of post-construction storm water BMP installation.
 - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
 - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
 - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. Report Contents -

i. Part A: Mitigation for Temporary Impacts

- 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

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

iii. Part C: Post-Construction Storm Water BMPs

- 1) Date of storm water Notice of Termination(s), if applicable.
- 2) Report status and functionality of all post-construction BMPs.
- 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

- a. Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. Report Contents** -
 - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

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

3. Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

- b. When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks of initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
- c. Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. Report Type 9 - Modifications to Project Report

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

5. Report Type 10 - Transfer of Property Ownership Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
- b. When to Submit** - At least 10 working days prior to the transfer of ownership.
- c. Report Contents** -
 - i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
 - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
 - ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
- b. When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.
- c. Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

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

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

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Attachment F – Certification Deviation Procedures

I. Introduction

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

II. Process Steps

A. Who may apply:

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

B. How to apply:

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

C. Certification Deviation Request:

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

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

environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

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

E. Annual Summary Deviation Report:

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

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**Attachment G - Compliance with Code of Federal Regulations,
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or

monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the Project, that the

Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the

regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification’s application.

3. This Order is conditioned upon total payment of any fee

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board’s Basin Plan. The Basin Plan’s water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water

quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the

Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

8. Delta Regional Monitoring Program (RMP)

This condition ensures continued monitoring, reporting and assessment of water quality for discharges that may impact Delta quality. The Delta waterways are listed as impaired under Clean Water Act section 303(d) for chlordane, DDT, diazinon, dieldrin, mercury, polychlorinated biphenyls, and unknown toxicity. Data from these monitoring studies is used to inform

existing control programs, including the Delta Mercury Control Program under the Basin Plan. (Basin Plan, Section 4.5.4.3.)

F. Administrative

1. Signatory requirements for all document submittals

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. The Permittee shall grant Central Valley Water Board staff

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of

Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. A copy of this Order must be available at the Project site(s) during construction . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements

(or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling

The conditions related to directional drilling are necessary given the risks posed by an inadvertent return of drilling fluids to waters. Given the likely toxicity of the discharge and the proximity to the impacted water, significant adverse impacts to waters would be expected and remediation would be difficult. This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Horizontal directional drilling, and similar drilling operations, may result in the unintentional discharge of drilling fluids to waters of the state. These conditions are necessary to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

3. Dredging

Conditions relating to dredging activities are necessary ensure protection of beneficial uses and water quality during dredging operations and placement of dredged materials. Authorized placement of materials ensures that no adverse impacts to ground or surface water will occur. This condition is required to assure that dredging operations will comply with water quality objectives established for surface waters, including turbidity and the reintroduction and resuspension of harmful metal or organic materials. (Basin Plan, Sections 3.1.21, 3.1.17.) These conditions are necessary to ensure that

1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

4. Fugitive Dust

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management “Housekeeping”

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7, 3.1.10, & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. Invasive Species and Soil Borne Pathogens

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses

designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a

net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific – Not Applicable

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

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state

and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts

The conditions under Sections K and L regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California's "No Net Loss" Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

L. Ecological Restoration and Enhancement

M. Certification Deviation

- 1. Minor modifications of Project locations or predicted impacts**
- 2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the Project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized

by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

Permit

Central Valley Flood Protection Board Permit (WC2025145)

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, GOVERNOR

CENTRAL VALLEY FLOOD PROTECTION BOARD

3310 El Camino Ave., Ste. 170
 SACRAMENTO, CA 95821
 (916) 574-0609



December 11, 2025

Lower San Joaquin Levee District (LSJLD)
 Shane Swartz
 11704 West Henry Miller Avenue
 Dos Palos, California 93620

Via email to: info@LSJLD.org

**Subject: Maintenance Request for Erosion Control on Eastside Bypass Bank Slope,
 Lower San Joaquin Levee District, NA0010, Unit 6, LM 0.05, 2.56, & 3.57
 (WC2025145)**

Dear Shane Swartz:

The Central Valley Flood Protection Board (Board) received your letter signed July 29, 2025, requesting authorization on behalf of the Lower San Joaquin Levee District (LSJLD) to perform erosion repair at three locations located along the left bank of the Eastside Bypass on Bear Creek. Bear Creek is a regulated stream per California Code of Regulations, Title 23, Waters, Division 1 (Title 23). The three erosion sites are:

Erosion Site	Length (feet)	Levee Mile	Latitude	Longitude
1	235	NA0010, Unit 6 at LM 0.05	37.275785°	-120.823518°
2	500	NA0010, Unit 6 at LM 2.56	37.252720°	-120.792617°
3	230	NA0010, Unit 6 at LM 3.57	37.251357°	-120.775632°

The proposed work will place riprap in the channel at a stable 2H:1V slope directly on the existing channel embankment to restore, stabilize, and preserve the general uniformity of the bank lines. Approximately 6,186 cubic yards of riprap will be used in total. No excavation is planned to occur as the riprap is being placed from the bottom of the channel and up the embankment, thereby minimizing the potential for creating seepage paths. The vertical extent of the erosion repair sections is currently planned to terminate at the top of the existing waterside berm. A launchable toe will be placed at the base of the riprap slope, which is consistent with best practices for underwater placement where excavation into the embankment is not desired. The launchable toe is intended to provide stability and accommodate potential scour without the need to key into the channel. Tapered transitions will extend 50 feet upstream of the trouble point start and extend 75' downstream of the trouble point end. The maintenance project has been designed to minimize the amount of riprap required to stabilize the channel, resulting in a negligible impact when compared to the overall width and depth of the Eastside Bypass flood control channel flow area.

Lower San Joaquin Levee District (LSJLD)

December 11, 2025

Page 2

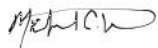
The Eastside Bypass control structure has predictable and controlled water releases, and construction will occur when the flows are at a minimum. No dewatering will occur, and the riprap will be placed directly in the water. Preconstruction and postconstruction bathymetric surveys will be conducted, ensuring proper placement of the riprap. The planned window for this maintenance is currently projected to run from summer through early fall 2026. Although it is not anticipated, any work occurring during the flood season (between November 1 and July 15) will be required to submit a Time Variance Request to the Board for approval at least ten (10) working days prior to the start of work, per Title 23, Article 3, Section 11(c).

Board staff concurs that the proposed activity is considered maintenance. These repairs qualify as maintenance activities as defined in Section 5220 of the Operation and Maintenance (O&M) Manual for Levees, Irrigation and Drainage Structures, Channels and Miscellaneous Facilities Part 1 of the Lower San Joaquin River Flood Control Project. Section 5220 states that "suitable riprap material shall be placed to repair existing slope protection or in other locations found to be critical trouble points to stabilize the channel alignment and preserve the general uniformity of the bank lines." Pursuant to California Code of Regulations, Title 23, Waters, Division 1, Article 3, Section 6(d), permits are not required for maintenance activities as defined in Article 2, Section 4 of this title. Any additional work will require separate approval from the Board. Please be advised that additional authorizations may be required from other federal, State, and local agencies for the described work.

Within ten working days prior to the start of work, you are required to contact the Board by telephone at (916) 574-0609 or by email at inspections@cvflood.ca.gov to schedule a pre-construction conference with the inspector.

If you have any questions, please contact Diana Chen of my staff at by email at Diana.Chen@CVFlood.ca.gov. Please refer to number WC2025145 when communicating with this office.

Sincerely,



Michael C. Wright, PE
Chief Engineer

Attachment:

cc: (Via Electronic Copy)

Michael Engelmann, DWR
Chandra Jenkins, USACE
Scott Jacobson, Summers Engineering, Inc. sjacob@summerseng.com
Joseph Prescott, KSN Inc. jprescott@ksninc.com
Erik Almaas, KSN Inc. ealmaas@ksninc.com

Permit

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62348-R4) Site 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-MER-62348-R4
EASTSIDE BYPASS
MERCED COUNTY

LOWER SAN JOAQUIN LEVEE DISTRICT
SHANE SWARTZ
11704 WEST HENRY AVENUE
DOS PALOS, CALIFORNIA 93620

LSJLD CRITICAL EROSION REPAIRS PROJECT - SITE 1 (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Lower San Joaquin Levee District (Permittee), represented by Shane Swartz.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 4, 2025, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Project is located within and adjacent to the Eastside Bypass (stream) approximately 3.5 miles south of the community of Steveson, south of State Route 140 and east of State Route 165, in Merced County; Section 36, Township 7 South, Range 10 East; USGS 7.5 Minute Quad Map Stevinson MDB&M; Assessor's Parcel Number (APN) 055-260-002-000; Latitude 37.27576, Longitude -120.82359 (Figure 1).

PROJECT DESCRIPTION

Project activities include stabilizing an eroding bank along the western slope of the Eastside Bypass levee with rock slope protection (RSP), to protect the bank from further erosion and to protect the levee (Figure 2). Trucks will deliver approximately 1,277 cubic yards of 18-inch minus RSP to the Project site, and an excavator and/or dozer working on the bank will then place the RSP along 235 linear feet of the streambank at a horizontal/vertical ratio of 2:1 to conform to the levee slopes that underlie the banks. A three-foot launchable rock section will be placed at the toe of the fill area to stabilize the base of rock slope. The RSP will extend from the streambed, at an elevation of 64.8 feet to the top of the waterside berm, at an elevation of 79.0 feet. No grading or excavation will occur, RSP will not be stockpiled on site. Temporary impact areas are expected to be similar to pre-construction conditions; disturbed areas will be reseeded with a native erosion control mix after construction activities. No trees or shrubs will be impacted. Project activities will occur between July and November and will be completed within approximately 30 days.

The following equipment may be used for Project activities: equipment trucks, excavator, dozer, and water truck.

PROJECT IMPACTS

The Project will result in approximately 0.15 acres of permanent impacts along 235 linear feet of the stream associated with the installation of the RSP; and approximately 0.27 acres of temporary impacts along 235 linear feet of the stream associated with ground disturbance from equipment driven along the stream during installation of the RSP.

The Project could also result in impacts to fish and wildlife resources from sedimentation and erosion resulting from ground disturbing activity; disturbed soils being carried downstream by subsequent flows, relocated, and re-deposited in areas used by fish and wildlife; direct impacts including mortality caused by crushing of vegetation or of subterranean wildlife habitats and loss of microhabitats; crushing of vegetation that provides nesting, denning, foraging, or cover habitat for wildlife and its prey; introduction of nonnative species from equipment, tools, and machinery used previously at other locations; vehicle or equipment leaks or accidental spills of petroleum hydrocarbons (fuels and lubricating oils) resulting in contamination of stream sediments and deleterious substances being carried downstream during subsequent flows; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, increased predation, reduced foraging efficacy, and other behavioral changes.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the species presented in Table A in addition to other species of birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local riparian ecosystem could

potentially be impacted by the Project.

Table A. Species with Potential to be Impacted by the Project.

Name	Scientific Name	Listing or Status		
		Federal	State	CRPR
Mammals				
American badger	<i>Taxidea taxus</i>	---	SSC	---
Birds				
Western burrowing owl	<i>Athene cunicularia hypugaea</i>	---	C	---
Swainson's hawk	<i>Buteo swainsoni</i>	---	T	---
Tricolored blackbird	<i>Agelaius tricolor</i>	---	T	---
Reptiles				
Northwestern pond turtle	<i>Actinemys marmorata</i>	PT	SSC	---
Giant gartersnake	<i>Thamnophis gigas</i>	T	T	---
Amphibians				
Western spadefoot	<i>Spea hammondi</i>	PT	SSC	---
Invertebrates				
Crotch's bumble bee	<i>Bombus crotchii</i>	---	C	---
Fish				
Steelhead - Central Valley DPS	<i>Oncorhynchus mykiss irideus</i>	T	SSC	---
Central Valley spring-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	NE	NE	---
Central Valley fall/late fall-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	---	SSC	---
Plants				
Delta button-celery	<i>Eryngium racemosum</i>	---	SE	1B.1
alkali-sink goldfields	<i>Lasthenia chrysantha</i>	---	---	2B.1
Coulter's goldfields	<i>Lasthenia glabrata ssp. Coulteri</i>	---	---	1B.1

C = Candidate, CRPR = California Rare Plant Rank, E = Endangered, NE = Non-essential Experimental Population of a Federal and State Threatened Species, PT = Proposed Threatened, SSC = Species of Special Concern, T = Threatened

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 Protective Measure in this 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 this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and federal law, or other legal obligations.
- 1.6 Unauthorized Take.
- (a) This Agreement does not authorize the take (defined in Fish & G. Code, §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or federally listed threatened, endangered, and candidate species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened, endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a **work schedule** to CDFW at least seven days prior to beginning the Project. Permittee shall submit revised work schedules to CDFW within seven days following any delays.
- 1.9 Training. Prior to starting Project activities, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. Permittee shall maintain a sign-in sheet that includes the printed and signed name of each attendee, in addition to the name and qualifications of the person providing training, a copy of any training materials, and the date of the training. Permittee shall provide this **worker training documentation** to CDFW within seven days of each training.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, “daylight hours” are defined as that daytime period between sunrise and sunset. Project activities shall be completed during one seasonal work period.
- 2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the bed, banks, and floodplain. These “work area” limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained in good repair for the duration of Project activity and removed immediately upon completion of Project activity. All stream areas beyond the identified work area limits of each work area shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
 - (a) Pre-Activity Surveys for potential rare, listed, or other sensitive status species shall be conducted by a qualified biologist within 14 days prior to commencing Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. The Permittee shall submit a **Pre-Activity Survey Report** to CDFW within seven days of completing the survey. If any State or federally listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery immediately and work shall not begin or continue until CDFW provides written authorization. An amended Agreement and/or a State Incidental Take Permit pursuant to Fish and Game Code section 2081, subdivision (b), in addition to subsequent CEQA analysis, may be warranted.
 - (b) Reporting Observations to CNDDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and provide copies of the CNDDDB forms in the **Final Report**.
 - (c) Western Burrowing Owl: A qualified biologist shall conduct western burrowing owl surveys within each work area and a 500-meter radius no more than 14 days prior to the start of construction Project activities at each work area. Surveys shall be conducted at appropriate times to maximize detections. If known western burrowing owl burrows (either active or inactive) are observed, then these burrows shall be protected, and monitored by a qualified biologist during construction Project activities. A minimum 500-meter avoidance buffer shall be established and maintained around each burrowing

- owl burrow. Permittee shall submit **burrowing owl survey reporting** to CDFW for review at least seven days prior to the start of Project activities at each work area and shall include a map and locations of all observed western burrowing owl burrows and any individual western burrowing owl observations. Permittee is advised that on October 10, 2024, the California Fish and Game Commission designated Western burrowing owl as a candidate species; therefore, if this species is detected and take avoidance is not feasible, acquisition of a State Incidental Take Permit for Western burrowing owl would be necessary prior to the start of Project activities in order to comply with the California Endangered Species Act (CESA). Permittee may request a reduction of the survey area by submitting a written justification to CDFW. Survey area reductions may only be implemented after CDFW has provided written approval.
- (d) Swainson's Hawk: No Project activities shall be completed from March 1 through August 31 unless a qualified biologist conducts Swainson's Hawk nesting surveys within the work area and a ½-mile buffer, following the survey methodology developed by the Swainson's Hawk Advisory Committee (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990>) prior to commencing Project-related activities and continuing until the entire survey protocol survey is completed. If Project activity will occur during the nesting season of the species, **in-progress survey reporting** shall be submitted to CDFW at least seven days prior to the start of Project activities and a **final survey** submitted to CDFW within 10 days after the protocol is completed. Permittee shall report Swainson's hawk nests to CDFW within 24 hours of any detection. A no-disturbance buffer of ½ mile shall be delineated around active nests, regardless of when they were found, until the breeding season has ended or until a qualified biologist has determined CDFW has confirmed in writing that birds have fledged and are no longer reliant upon the nest site for survival. Permittee is advised that if take cannot be avoided, in order to comply with California Endangered Species Act (CESA), an Incidental Take Permit for Swainson's Hawk would be necessary prior to commencing or resuming the Project.
- (e) Tricolored Blackbird. If Project activities will occur between February 15 through September 15, a qualified biologist shall survey all areas of suitable breeding habitat within each Project Area and a 300-foot buffer around each work area for tricolored blackbird nests no more than 14 days prior to the start of Project activities at each work area. Permittee shall submit **tricolored blackbird survey results** to CDFW at least seven days prior to the start of Project activities at each work area. If tricolored blackbird nests are found during survey or at any time during Project activities, Permittee shall notify CDFW immediately of the discovery, and Project activities shall avoid the nest/colony with a 300-foot no-disturbance buffer. If this buffer is not feasible, Permittee is advised that acquisition of an ITP for tricolored blackbird may be necessary prior to the start or continuation of Project activities

- (f) American Badger: Any American badgers detected within each work area during construction Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or within 50 feet of each work area, Permittee shall avoid the den by a minimum 50-foot buffer around the burrow entrance. If this buffer is not feasible, the Permittee may request a variance from the buffer when there is a compelling biological or ecological reason to do so. No buffer reduction shall occur without advance, written approval from CDFW. CDFW will not provide approval if it is possible for dependent young to be present in the den; requests to CDFW must include descriptions of den monitoring.

- (g) Giant Garter Snake: Project Activities where suitable giant gartersnake habitat is present will be initiated within the months of May, June, July, August, and September; the active season for the species. All ground disturbing activities must be completed within the active season. Alternatively, work may continue if there are no burrows within 25 feet of a work area. A qualified biologist shall survey at and within 25 feet of the work areas within 24 hours prior to the start of Project Activities at each work area and Permittee shall submit ***giant gartersnake survey results*** to CDFW prior to commencing work at each work area. Further, a qualified biologist shall be present during all activities that may result in take, at each work area and shall halt activities if a giant gartersnake is detected at or adjacent to the work area, until the individual leaves of its own volition. Permittee shall immediately contact CDFW and the United States Fish and Wildlife Service (USFWS) for consultation. If avoidance of take is not possible, the Permittee is advised that acquisition of an ITP for giant gartersnake would be necessary prior to the start or continuation of Project activities.

- (h) Western Spadefoot and Northwestern Pond Turtle: Any western spadefoot or northwestern pond turtle discovered within the Project site during Project activities shall be allowed to move out of the site of their own volition. If this is not feasible, western spadefoot and adult northwestern pond turtles shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet upstream or downstream from the Project site. If a northwestern pond turtle nest is uncovered during Project activities, the eggs shall not be touched or moved and the nest shall be covered back with the removed soil and clearly marked for avoidance by Project activities. Permittee shall not move neonate turtles that are using a nest area. ***Detailed records of adult individuals that are relocated and any northwestern pond turtle nests that are found*** shall be maintained by the qualified biologist and included in the Final Project Report.

- (i) Crotch's Bumble Bee: If any construction Project activity will occur during the Crotch's bumble bee active period of April 1 to August 31, a qualified biologist shall conduct a survey for Crotch's bumble bee using a CDFW-approved protocol
(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>) to

detect bees and potential nesting sites at each work area. The survey shall be performed within 14 days prior to commencing construction Project activities at each work area and include identification and mapping of all potential nesting habitat to survey, including but not limited to rodent burrows, thatched grass, brush piles, rock piles, and fallen logs. Permittee acknowledges that this Agreement does not authorize take of Crotch's bumble bees to handle for identification. Permittee shall submit Crotch's bumble bee **survey reporting** to CDFW prior to the start of the construction Project activities at each work area. If Crotch's bumble bees and/or a nest are detected during surveys or at any time during Project activity, Permittee shall halt work immediately at that work area or shall not commence work, whichever situation applies, and contact CDFW for written approval to begin or resume work. If a nest is found, Permittee shall also maintain a minimum 50-foot no-disturbance buffer around the nest until the end of the Crotch's bumble bee active period. If avoidance of individuals or a nest is not feasible, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee would be necessary prior to commencing or resuming work at the Project at the site.

If an overwintering queen is unearthed during Project ground-disturbing activity, Permittee shall immediately halt Project activity at that work area and contact CDFW immediately to report the incident along with the coordinates, habitat features, and substrate. If the queen is still in torpor, Permittee shall lightly cover it with the same substrate it was found in. Permittee shall not resume Project activity before receiving written approval from CDFW. In this scenario, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee may be necessary prior to commencing or resuming the Project at the site.

- (j) Special Status Plants: A qualified botanist shall conduct surveys for special status plant species in the work area where suitable habitat occurs, and a 25-foot radius during the growing season within two years prior to the start of construction Project activities using the CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). Permittee shall submit **survey results** to CDFW at least seven days prior to the start of Project activity. If special status plant species are identified, the population shall be delineated with flagging and protected with a 25-foot no disturbance buffer. If this avoidance is not feasible, Permittee shall consult with CDFW to determine whether a buffer reduction or alternative minimization for non-listed species is possible. Permittee shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval to do so. If take of any State listed plant species, including live plant parts and seeds, cannot be avoided, Permittee is advised that a State Incidental Take Permit for the species would be warranted to proceed with any Project activity that would result in take.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activity, said fish or wildlife shall be allowed to leave the work area unharmed.
- (b) To protect nesting birds, no Project activity shall commence during the nesting season (February 1 through August 31) unless the following Avian Nest Surveys are completed by a qualified biologist within 14 days prior to the start of Project activity. Permittee shall submit ***avian survey reporting*** to CDFW within seven days following surveys. Due to their special status designations and differing ecology, separate surveys and avoidance requirements are listed above for western burrowing owl, Swainson's hawk, and tricolored blackbird (Avoidance and Minimization Measures 2.3(c), (d), and (e)).

Birds of Prey: Survey for nesting activity of birds of prey within the work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival.

Other Avian Species: Survey for nesting activity within the work area and a 250-foot radius. If any nesting activity is found, these nests shall be protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest site.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so.

2.5 Vegetation.

- (a) No trees or shrubs shall be cut, removed, or otherwise disturbed as part of the Project. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project and shall only occur within the defined work area. Permittee shall take precautions to avoid other damage to woody vegetation by people or equipment.
- (b) All invasive, nonnative plant species that are cut, damaged, or disturbed during the Project shall be removed from the work area. Any nonnative, invasive plant species, shall be removed and appropriately disposed of. Nonnative species shall not be used in mulching, compositing, or otherwise placed in or around the work area.
- (c) Herbicides shall not be used during Project activity.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall only operate in areas under naturally dry conditions. Equipment and vehicles shall be operated from the top of the streambank.
- (b) Vehicles, equipment, machinery, and hand-operated tools shall be inspected for the presence of undesirable plant species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative plant or animal species, fungi, their propagules, or other biotic agents.
- (c) Vehicle access shall be limited to predetermined ingress and egress corridors on existing roads. All other stream areas adjacent to the work area shall remain off-limits to vehicles and equipment.
- (d) All equipment or vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream or other material may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill.

- (a) Rock, gravel, and/or other materials shall not be imported or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish Project activities. Excess fill material and all temporary fill shall be moved off-site by Project completion.
- (c) All RSP shall consist of clean, natural rock and shall not include broken concrete, asphalt, or other material that is deleterious to fish or wildlife.
- (d) The launchable toe section shall consist of appropriately sized RSP and be of sufficient depth to support the rock slope and prevent instability. RSP shall be of sufficient size and installed to withstand washout.

2.8 Erosion.

- (a) No work shall be conducted during rain or within 24 hours following rainfall of $\frac{1}{4}$ inch or more in a 24-hour period. All necessary erosion control measures

shall be initiated prior to all storm events. Permittee shall monitor at a minimum the National Weather Service 72-hour forecast for the work areas.

- (b) All disturbed soils within the work area shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (c) If the Project causes any exposed slopes or exposed areas on vegetated areas of the stream banks, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile non-native perennial grass species may be added to the seed mix provided, that amount does not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall submit a **Seed Mix** to CDFW for written approval prior to application. Seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.
- (b) During Project implementation, Permittee shall not dump any litter or debris within the stream. All such waste shall be picked up daily and properly disposed of at an appropriate site.
- (c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders located within or adjacent to the stream shall be positioned over drip pans.
- (d) Raw cement, concrete or washings thereof, asphalt, lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous or deleterious to wildlife resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".

- (e) A ***Spill Response Plan*** shall be prepared and submitted to CDFW for written approval at least 14 days prior to the start of Project activities and kept on site during all Project activities. The Spill Response Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful or deleterious to fish, plants, or aquatic life. Emergency response materials shall be kept at the work area and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of all spills.
- (f) Permittee shall use clean water to curtail fugitive dust during all aspects of Project implementation. Chemical palliatives and surface binding agents used to control dust shall not be used in the work area or any location where they may wash into the stream.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures included in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting program described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

3.2 Reports. Permittee shall submit the following Reports to CDFW:

- (a) Work schedule, submitted to CDFW at least seven days prior to the start of Project activity and within seven days following changes (Administrative Measure 1.8).
- (b) Worker training materials, submitted to CDFW within seven days of completing each training (Administrative Measure 1.9).
- (c) Pre-activity survey reporting, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(a)).
- (d) Reporting of western burrowing owl surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(c)).

- (e) Reporting of Swainson's hawk surveys, if Project activity will occur during the nesting season, with in-progress surveys submitted to CDFW within seven days of beginning work and final surveys submitted within 14 days following survey completion (Avoidance and Minimization Measure 2.3 (d)).
- (f) Reporting of tricolored blackbird surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(e)).
- (g) Reporting of Crotch's bumble bee surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(i)).
- (h) Reporting of giant gartersnake surveys shall be submitted prior to commencing Project Activities (Avoidance and Minimization Measure 2.3(g)).
- (i) Reporting of special status plant species surveys, submitted to CDFW at least seven days prior to the start of Project activities (Avoidance and Minimization Measure 2.3(k)).
- (j) Reporting of avian nesting surveys, if Project activity is initiated during the avian nesting season, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.4(b)).
- (k) A Seed Mix, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(c)).
- (l) A Spill Response Plan, submitted to CDFW for written approval at least 14 days prior to the start of Project activities (Avoidance and Minimization Measure 2.9(e)).
- (m) A Final Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project, include a summary of the implementation of each Protective Measure of this Agreement. The Final Report shall include reports of special status species to CNDDB (Avoidance and Minimization Measure 2.3(b)); documentation of Northwestern pond turtle and western spadefoot toad moved out of harm's way (Avoidance and Minimization Measure 2.3(h)). Before, during, and after, photographic documentation of the work area shall also be included.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through the Environmental Permit Information Management System (EPIMS) as instructed by CDFW. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) **in addition to** R4LSA@wildlife.ca.gov.

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To Permittee:

Shane Swartz
Lower San Joaquin Levee District
11704 West Henery Avenue
Dos Palos, California 93620
EPIMS-MER-62348-R4
Phone: (559) 400-2077
Shane@lsjld.org

To CDFW:

California Department of Fish and Wildlife
Region 4 - Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Clint Stevens
EPIMS-MER-62348-R4
Phone: (559) 899-9758
Jackson.Powell@Wildlife.ca.gov and
R4LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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.

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ENFORCEMENT

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

Nothing in this 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 complying with or 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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).

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TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this 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 this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (Fish & G. Code, § 1605, subd.(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

TERM

This Agreement shall remain in effect for five years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

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EXHIBITS

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

Figure 1. Project Vicinity USGS Quad Map.

Figure 2. Project Details

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, Permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Figure 1

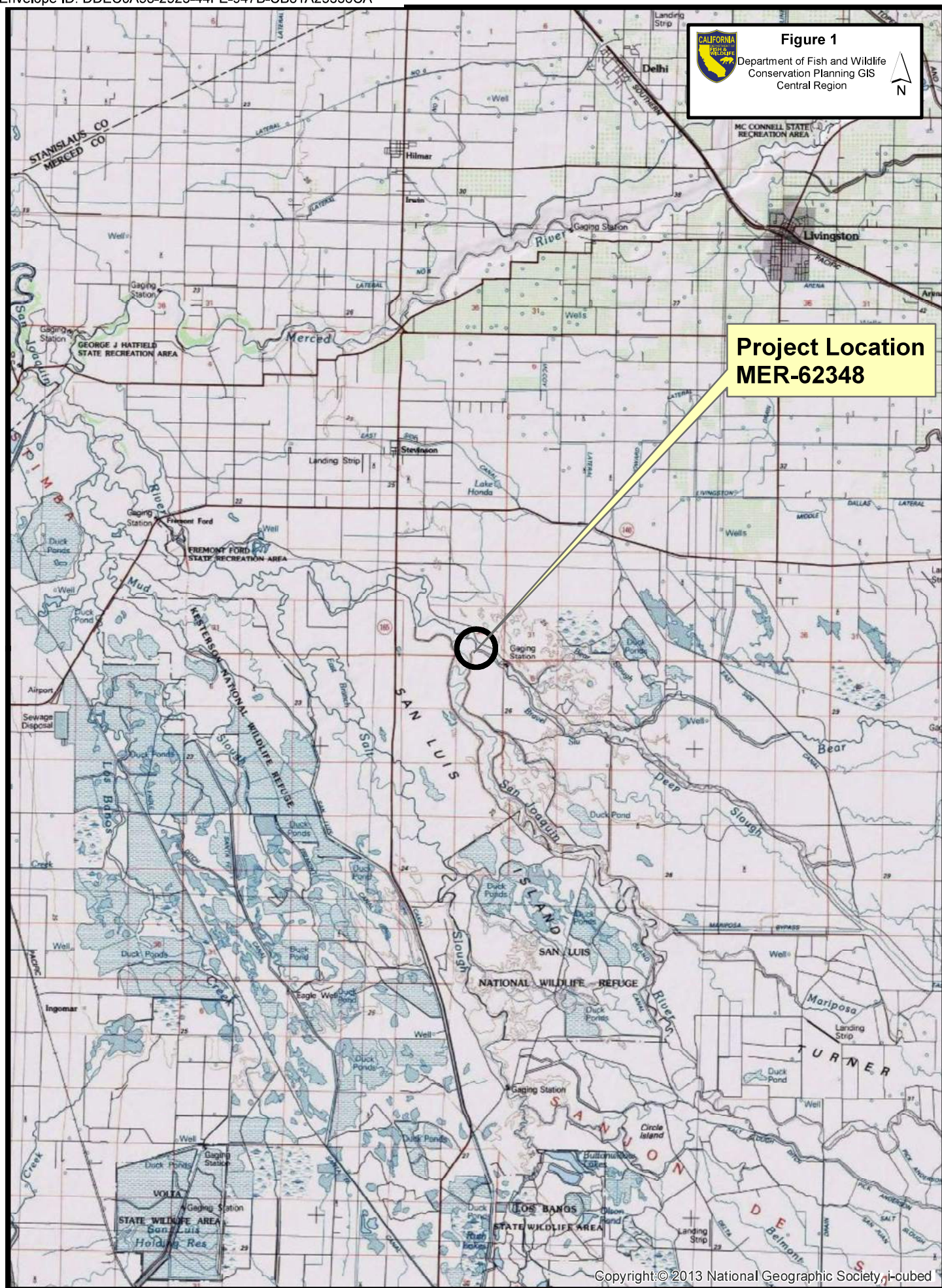


Figure 1
 CALIFORNIA
 Department of Fish and Wildlife
 Conservation Planning GIS
 Central Region

**Project Location
 MER-62348**

Figure 2



Source (Basemap): Google Earth

Scale: 1 inch = 50+/- feet

**Moore Biological
Consultants**



LSJLD - EROSION SITE 1

**PERMANENT AND
TEMPORARY IMPACT AREAS**

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62428-R4) Site 2

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-MER-62428-R4
EASTSIDE BYPASS
MERCED COUNTY

LOWER SAN JOAQUIN LEVEE DISTRICT
SHANE SWARTZ
11704 WEST HENRY AVENUE
DOS PALOS, CALIFORNIA 93620

LSJLD CRITICAL EROSION REPAIRS PROJECT - SITE 2 (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Lower San Joaquin Levee District (Permittee), represented by Shane Swartz.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 4, 2025, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Project is located within and adjacent to the Eastside Bypass (stream) approximately 6 miles southeast of the community of Steveson, south of State Route 140 and east of State Route 165, in Merced County; Section 8, Township 8 South, Range 11 East; USGS 7.5 Minute Quad Map Stevinson MDB&M; Assessor's Parcel Number (APN) 049-190-015-000; Latitude 37.25270, Longitude -120.79258 (Figure 1).

PROJECT DESCRIPTION

Project activities include stabilizing an eroding bank along the western slope of the Eastside Bypass levee with rock slope protection (RSP), to protect the bank from further erosion and to protect the levee (Figure 2). Trucks will deliver approximately 2,509 cubic yards of 18-inch minus RSP to the Project site, and an excavator and/or dozer working on the bank will then place the RSP along 500 linear feet of the streambank at a horizontal/vertical ratio of 2:1 to conform to the levee slopes that underlie the banks. A three-foot launchable rock section will be placed at the toe of the fill area to stabilize the base of rock slope. The RSP will extend from the streambed, at an elevation of 62.8 feet to the top of the waterside berm, at an elevation of 83.0 feet. No grading or excavation will occur, RSP will not be stockpiled on site. Temporary impact areas are expected to be similar to pre-construction conditions; disturbed areas will be reseeded with a native erosion control mix after construction activities. No trees or shrubs will be impacted. Project activities will occur between July and November and will be completed within approximately 30 days.

The following equipment may be used for Project activities: equipment trucks, excavator, dozer, and water truck.

PROJECT IMPACTS

The Project will result in approximately 0.42 acres of permanent impacts along 500 linear feet to the stream associated with the installation of the RSP; and approximately 0.91 acres of temporary impacts along 500 linear feet to the stream associated with ground disturbance from equipment driven along the stream during installation of the RSP.

The Project could also result in impacts to fish and wildlife resources from sedimentation and erosion resulting from ground disturbing activity; disturbed soils being carried downstream by subsequent flows, relocated, and re-deposited in areas used by fish and wildlife; direct impacts including mortality caused by crushing of vegetation or of subterranean wildlife habitats and loss of microhabitats; crushing of vegetation that provides nesting, denning, foraging, or cover habitat for wildlife and its prey; introduction of nonnative species from equipment, tools, and machinery used previously at other locations; vehicle or equipment leaks or accidental spills of petroleum hydrocarbons (fuels and lubricating oils) resulting in contamination of stream sediments and deleterious substances being carried downstream during subsequent flows; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, increased predation, reduced foraging efficacy, and other behavioral changes.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the species presented in Table A in addition to other species of birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local riparian ecosystem could

potentially be impacted by the Project.

Table A. Species with Potential to be Impacted by the Project.

Name	Scientific Name	Listing or Status		
		Federal	State	CRPR
Mammals				
American badger	<i>Taxidea taxus</i>	---	SSC	---
Birds				
Western burrowing owl	<i>Athene cunicularia hypugaea</i>	---	C	---
Swainson's hawk	<i>Buteo swainsoni</i>	---	T	---
Tricolored blackbird	<i>Agelaius tricolor</i>	---	T	---
Reptiles				
Northwestern pond turtle	<i>Actinemys marmorata</i>	PT	SSC	---
Giant gartersnake	<i>Thamnophis gigas</i>	T	T	---
Amphibians				
Western spadefoot	<i>Spea hammondi</i>	PT	SSC	---
Invertebrates				
Crotch's bumble bee	<i>Bombus crotchii</i>	---	C	---
Fish				
Steelhead - Central Valley DPS	<i>Oncorhynchus mykiss irideus</i>	T	SSC	---
Central Valley spring-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	NE	NE	---
Central Valley fall/late fall-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	---	SSC	---
Plants				
Delta button-celery	<i>Eryngium racemosum</i>	---	SE	1B.1
alkali-sink goldfields	<i>Lasthenia chrysantha</i>	---	---	2B.1
Coulter's goldfields	<i>Lasthenia glabrata ssp. Coulteri</i>	---	---	1B.1

C = Candidate, CRPR = California Rare Plant Rank, E = Endangered, NE = Non-essential Experimental Population of a Federal and State Threatened Species, PT = Proposed Threatened, SSC = Species of Special Concern, T = Threatened

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 Protective Measure in this 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 this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and federal law, or other legal obligations.
- 1.6 Unauthorized Take.
 - (a) This Agreement does not authorize the take (defined in Fish & G. Code, §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or federally listed threatened, endangered, and candidate species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened, endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a **work schedule** to CDFW at least seven days prior to beginning the Project. Permittee shall submit revised work schedules to CDFW within seven days following any delays.
- 1.9 Training. Prior to starting Project activities, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. Permittee shall maintain a sign-in sheet that includes the printed and signed name of each attendee, in addition to the name and qualifications of the person providing training, a copy of any training materials, and the date of the training. Permittee shall provide this **worker training documentation** to CDFW within seven days of each training.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, “daylight hours” are defined as that daytime period between sunrise and sunset. Project activities shall be completed during one seasonal work period.
- 2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the bed, banks, and floodplain. These “work area” limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained in good repair for the duration of Project activity and removed immediately upon completion of Project activity. All stream areas beyond the identified work area limits of each work area shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
 - (a) Pre-Activity Surveys for potential rare, listed, or other sensitive status species shall be conducted by a qualified biologist within 14 days prior to commencing Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. The Permittee shall submit a **Pre-Activity Survey Report** to CDFW within seven days of completing the survey. If any State or federally listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery immediately and work shall not begin or continue until CDFW provides written authorization. An amended Agreement and/or a State Incidental Take Permit pursuant to Fish and Game Code section 2081, subdivision (b), in addition to subsequent CEQA analysis, may be warranted.
 - (b) Reporting Observations to CNDDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and provide copies of the CNDDDB forms in the **Final Report**.
 - (c) Western Burrowing Owl: A qualified biologist shall conduct western burrowing owl surveys within each work area and a 500-meter radius no more than 14 days prior to the start of construction Project activities at each work area. Surveys shall be conducted at appropriate times to maximize detections. If known western burrowing owl burrows (either active or inactive) are observed, then these burrows shall be protected, and monitored by a qualified biologist during construction Project activities. A minimum 500-meter avoidance buffer shall be established and maintained around each burrowing

owl burrow. Permittee shall submit **burrowing owl survey reporting** to CDFW for review at least seven days prior to the start of Project activities at each work area and shall include a map and locations of all observed western burrowing owl burrows and any individual western burrowing owl observations. Permittee is advised that on October 10, 2024, the California Fish and Game Commission designated Western burrowing owl as a candidate species; therefore, if this species is detected and take avoidance is not feasible, acquisition of a State Incidental Take Permit for Western burrowing owl would be necessary prior to the start of Project activities in order to comply with the California Endangered Species Act (CESA). Permittee may request a reduction of the survey area by submitting a written justification to CDFW. Survey area reductions may only be implemented after CDFW has provided written approval.

- (d) Swainson's Hawk: No Project activities shall be completed from March 1 through August 31 unless a qualified biologist conducts Swainson's Hawk nesting surveys within the work area and a ½-mile buffer, following the survey methodology developed by the Swainson's Hawk Advisory Committee (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990>) prior to commencing Project-related activities and continuing until the entire survey protocol survey is completed. If Project activity will occur during the nesting season of the species, **in-progress survey reporting** shall be submitted to CDFW at least seven days prior to the start of Project activities and a **final survey** submitted to CDFW within 10 days after the protocol is completed. Permittee shall report Swainson's hawk nests to CDFW within 24 hours of any detection. A no-disturbance buffer of ½ mile shall be delineated around active nests, regardless of when they were found, until the breeding season has ended or until a qualified biologist has determined CDFW has confirmed in writing that birds have fledged and are no longer reliant upon the nest site for survival. Permittee is advised that if take cannot be avoided, in order to comply with California Endangered Species Act (CESA), an Incidental Take Permit for Swainson's Hawk would be necessary prior to commencing or resuming the Project.
- (e) Tricolored Blackbird. If Project activities will occur between February 15 through September 15, a qualified biologist shall survey all areas of suitable breeding habitat within each Project Area and a 300-foot buffer around each work area for tricolored blackbird nests no more than 14 days prior to the start of Project activities at each work area. Permittee shall submit **tricolored blackbird survey results** to CDFW at least seven days prior to the start of Project activities at each work area. If tricolored blackbird nests are found during survey or at any time during Project activities, Permittee shall notify CDFW immediately of the discovery, and Project activities shall avoid the nest/colony with a 300-foot no-disturbance buffer. If this buffer is not feasible, Permittee is advised that acquisition of an ITP for tricolored blackbird may be necessary prior to the start or continuation of Project activities

- (f) American Badger: Any American badgers detected within each work area during construction Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or within 50 feet of each work area, Permittee shall avoid the den by a minimum 50-foot buffer around the burrow entrance. If this buffer is not feasible, the Permittee may request a variance from the buffer when there is a compelling biological or ecological reason to do so. No buffer reduction shall occur without advance, written approval from CDFW. CDFW will not provide approval if it is possible for dependent young to be present in the den; requests to CDFW must include descriptions of den monitoring.

- (g) Giant Garter Snake: Project Activities where suitable giant gartersnake habitat is present will be initiated within the months of May, June, July, August, and September; the active season for the species. All ground disturbing activities must be completed within the active season. Alternatively, work may continue if there are no burrows within 25 feet of a work area. A qualified biologist shall survey at and within 25 feet of the work areas within 24 hours prior to the start of Project Activities at each work area and Permittee shall submit ***giant gartersnake survey results*** to CDFW prior to commencing work at each work area. Further, a qualified biologist shall be present during all activities that may result in take, at each work area and shall halt activities if a giant gartersnake is detected at or adjacent to the work area, until the individual leaves of its own volition. Permittee shall immediately contact CDFW and the United States Fish and Wildlife Service (USFWS) for consultation. If avoidance of take is not possible, the Permittee is advised that acquisition of an ITP for giant gartersnake would be necessary prior to the start or continuation of Project activities.

- (h) Western Spadefoot and Northwestern Pond Turtle: Any western spadefoot or northwestern pond turtle discovered within the Project site during Project activities shall be allowed to move out of the site of their own volition. If this is not feasible, western spadefoot and adult northwestern pond turtles shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet upstream or downstream from the Project site. If a northwestern pond turtle nest is uncovered during Project activities, the eggs shall not be touched or moved and the nest shall be covered back with the removed soil and clearly marked for avoidance by Project activities. Permittee shall not move neonate turtles that are using a nest area. ***Detailed records of adult individuals that are relocated and any northwestern pond turtle nests that are found*** shall be maintained by the qualified biologist and included in the Final Project Report.

- (i) Crotch's Bumble Bee: If any construction Project activity will occur during the Crotch's bumble bee active period of April 1 to August 31, a qualified biologist shall conduct a survey for Crotch's bumble bee using a CDFW-approved protocol
(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>) to

detect bees and potential nesting sites at each work area. The survey shall be performed within 14 days prior to commencing construction Project activities at each work area and include identification and mapping of all potential nesting habitat to survey, including but not limited to rodent burrows, thatched grass, brush piles, rock piles, and fallen logs. Permittee acknowledges that this Agreement does not authorize take of Crotch's bumble bees to handle for identification. Permittee shall submit Crotch's bumble bee **survey reporting** to CDFW prior to the start of the construction Project activities at each work area. If Crotch's bumble bees and/or a nest are detected during surveys or at any time during Project activity, Permittee shall halt work immediately at that work area or shall not commence work, whichever situation applies, and contact CDFW for written approval to begin or resume work. If a nest is found, Permittee shall also maintain a minimum 50-foot no-disturbance buffer around the nest until the end of the Crotch's bumble bee active period. If avoidance of individuals or a nest is not feasible, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee would be necessary prior to commencing or resuming work at the Project at the site.

If an overwintering queen is unearthed during Project ground-disturbing activity, Permittee shall immediately halt Project activity at that work area and contact CDFW immediately to report the incident along with the coordinates, habitat features, and substrate. If the queen is still in torpor, Permittee shall lightly cover it with the same substrate it was found in. Permittee shall not resume Project activity before receiving written approval from CDFW. In this scenario, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee may be necessary prior to commencing or resuming the Project at the site.

- (j) Special Status Plants: A qualified botanist shall conduct surveys for special status plant species in the work area where suitable habitat occurs, and a 25-foot radius during the growing season within two years prior to the start of construction Project activities using the CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). Permittee shall submit **survey results** to CDFW at least seven days prior to the start of Project activity. If special status plant species are identified, the population shall be delineated with flagging and protected with a 25-foot no disturbance buffer. If this avoidance is not feasible, Permittee shall consult with CDFW to determine whether a buffer reduction or alternative minimization for non-listed species is possible. Permittee shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval to do so. If take of any State listed plant species, including live plant parts and seeds, cannot be avoided, Permittee is advised that a State Incidental Take Permit for the species would be warranted to proceed with any Project activity that would result in take.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activity, said fish or wildlife shall be allowed to leave the work area unharmed.
- (b) To protect nesting birds, no Project activity shall commence during the nesting season (February 1 through August 31) unless the following Avian Nest Surveys are completed by a qualified biologist within 14 days prior to the start of Project activity. Permittee shall submit **avian survey reporting** to CDFW within seven days following surveys. Due to their special status designations and differing ecology, separate surveys and avoidance requirements are listed above for western burrowing owl, Swainson's hawk, and tricolored blackbird (Avoidance and Minimization Measures 2.3(c), (d), and (e)).

Birds of Prey: Survey for nesting activity of birds of prey within the work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival.

Other Avian Species: Survey for nesting activity within the work area and a 250-foot radius. If any nesting activity is found, these nests shall be protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest site.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so.

2.5 Vegetation.

- (a) No trees or shrubs shall be cut, removed, or otherwise disturbed as part of the Project. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project and shall only occur within the defined work area. Permittee shall take precautions to avoid other damage to woody vegetation by people or equipment.
- (b) All invasive, nonnative plant species that are cut, damaged, or disturbed during the Project shall be removed from the work area. Any nonnative, invasive plant species, shall be removed and appropriately disposed of. Nonnative species shall not be used in mulching, compositing, or otherwise placed in or around the work area.
- (c) Herbicides shall not be used during Project activity.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall only operate in areas under naturally dry conditions. Equipment and vehicles shall be operated from the top of the streambank.
- (b) Vehicles, equipment, machinery, and hand-operated tools shall be inspected for the presence of undesirable plant species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative plant or animal species, fungi, their propagules, or other biotic agents.
- (c) Vehicle access shall be limited to predetermined ingress and egress corridors on existing roads. All other stream areas adjacent to the work area shall remain off-limits to vehicles and equipment.
- (d) All equipment or vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream or other material may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill.

- (a) Rock, gravel, and/or other materials shall not be imported or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish Project activities. Excess fill material and all temporary fill shall be moved off-site by Project completion.
- (c) All RSP shall consist of clean, natural rock and shall not include broken concrete, asphalt, or other material that is deleterious to fish or wildlife.
- (d) The launchable toe section shall consist of appropriately sized RSP and be of sufficient depth to support the rock slope and prevent instability. RSP shall be of sufficient size and installed to withstand washout.

2.8 Erosion.

- (a) No work shall be conducted during rain or within 24 hours following rainfall of $\frac{1}{4}$ inch or more in a 24-hour period. All necessary erosion control measures

shall be initiated prior to all storm events. Permittee shall monitor at a minimum the National Weather Service 72-hour forecast for the work areas.

- (b) All disturbed soils within the work area shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (c) If the Project causes any exposed slopes or exposed areas on vegetated areas of the stream banks, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile non-native perennial grass species may be added to the seed mix provided, that amount does not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall submit a **Seed Mix** to CDFW for written approval prior to application. Seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.
- (b) During Project implementation, Permittee shall not dump any litter or debris within the stream. All such waste shall be picked up daily and properly disposed of at an appropriate site.
- (c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders located within or adjacent to the stream shall be positioned over drip pans.
- (d) Raw cement, concrete or washings thereof, asphalt, lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous or deleterious to wildlife resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".

- (e) A **Spill Response Plan** shall be prepared and submitted to CDFW for written approval at least 14 days prior to the start of Project activities and kept on site during all Project activities. The Spill Response Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful or deleterious to fish, plants, or aquatic life. Emergency response materials shall be kept at the work area and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of all spills.
- (f) Permittee shall use clean water to curtail fugitive dust during all aspects of Project implementation. Chemical palliatives and surface binding agents used to control dust shall not be used in the work area or any location where they may wash into the stream.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures included in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting program described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

3.2 Reports. Permittee shall submit the following Reports to CDFW:

- (a) Work schedule, submitted to CDFW at least seven days prior to the start of Project activity and within seven days following changes (Administrative Measure 1.8).
- (b) Worker training materials, submitted to CDFW within seven days of completing each training (Administrative Measure 1.9).
- (c) Pre-activity survey reporting, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(a)).
- (d) Reporting of western burrowing owl surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(c)).

- (e) Reporting of Swainson's hawk surveys, if Project activity will occur during the nesting season, with in-progress surveys submitted to CDFW within seven days of beginning work and final surveys submitted within 14 days following survey completion (Avoidance and Minimization Measure 2.3 (d)).
- (f) Reporting of tricolored blackbird surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(e)).
- (g) Reporting of Crotch's bumble bee surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(i)).
- (h) Reporting of giant gartersnake surveys shall be submitted prior to commencing Project Activities (Avoidance and Minimization Measure 2.3(g)).
- (i) Reporting of special status plant species surveys, submitted to CDFW at least seven days prior to the start of Project activities (Avoidance and Minimization Measure 2.3(k)).
- (j) Reporting of avian nesting surveys, if Project activity is initiated during the avian nesting season, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.4(b)).
- (k) A Seed Mix, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(c)).
- (l) A Spill Response Plan, submitted to CDFW for written approval at least 14 days prior to the start of Project activities (Avoidance and Minimization Measure 2.9(e)).
- (m) A Final Report to be submitted within 30 days after Project is completed. The final report shall summarize the Project, include a summary of the implementation of each Protective Measure of this Agreement. The Final Report shall include reports of special status species to CNDDB (Avoidance and Minimization Measure 2.3(b)); documentation of Northwestern pond turtle and western spadefoot toad moved out of harm's way (Avoidance and Minimization Measure 2.3(h)). Before, during, and after, photographic documentation of the work area shall also be included.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through the Environmental Permit Information Management System (EPIMS) as instructed by CDFW. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) **in addition to** R4LSA@wildlife.ca.gov.

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To Permittee:

Shane Swartz
Lower San Joaquin Levee District
11704 West Henery Avenue
Dos Palos, California 93620
EPIMS-MER-62428-R4
Phone: (559) 400-2077
Shane@lsjld.org

To CDFW:

California Department of Fish and Wildlife
Region 4 - Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Clint Stevens
EPIMS-MER-62428-R4
Phone: (559) 899-9758
Jackson.Powell@Wildlife.ca.gov and
R4LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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 complying with or 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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).

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TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this 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 this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (Fish & G. Code, § 1605, subd.(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

TERM

This Agreement shall remain in effect for five years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

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EXHIBITS

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

Figure 1. Project Vicinity USGS Quad Map.

Figure 2. Project Details

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, Permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Figure 1



Figure 1

Department of Fish and Wildlife
Conservation Planning GIS
Central Region



**Project Location
MER-62428**

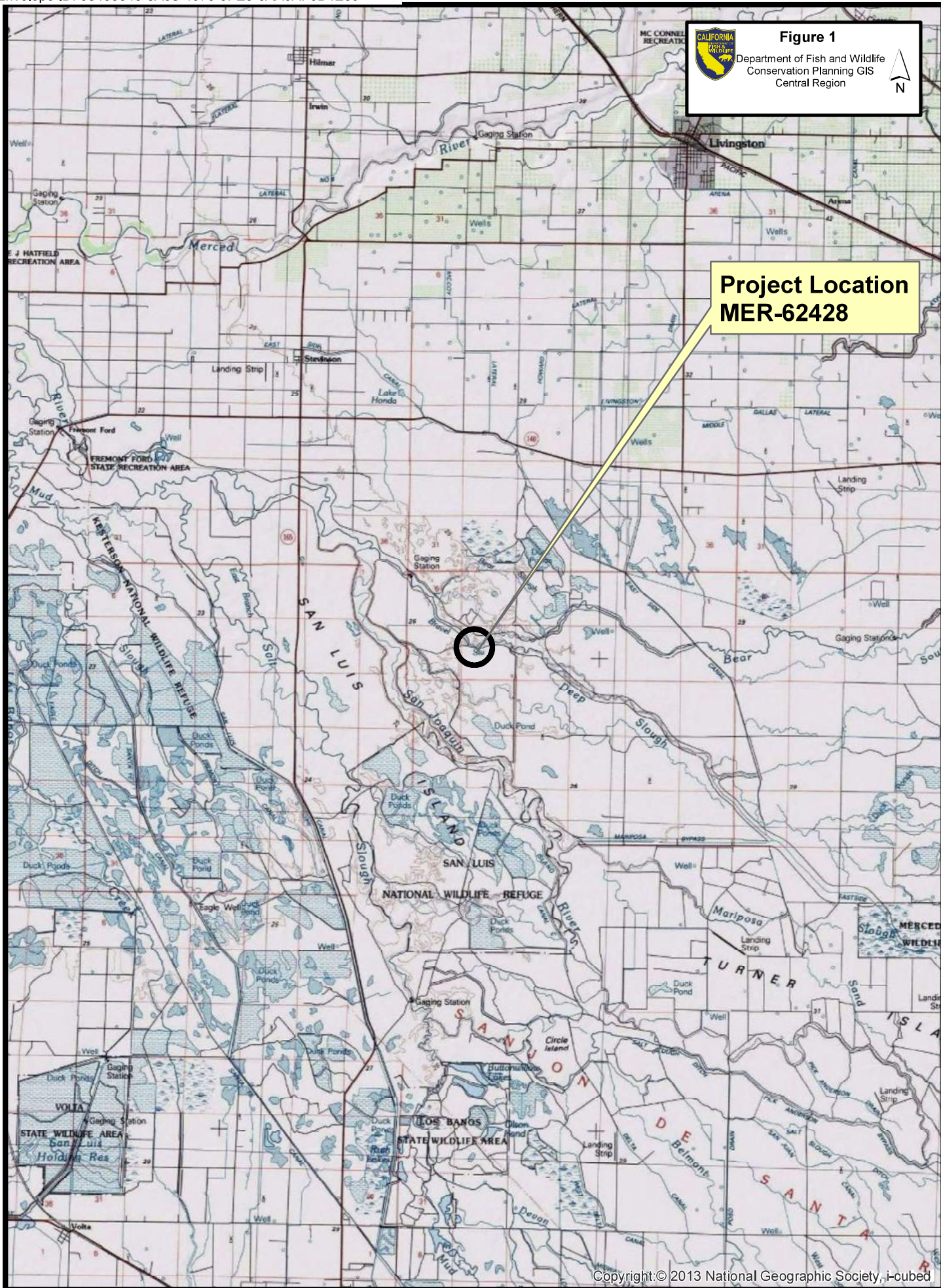
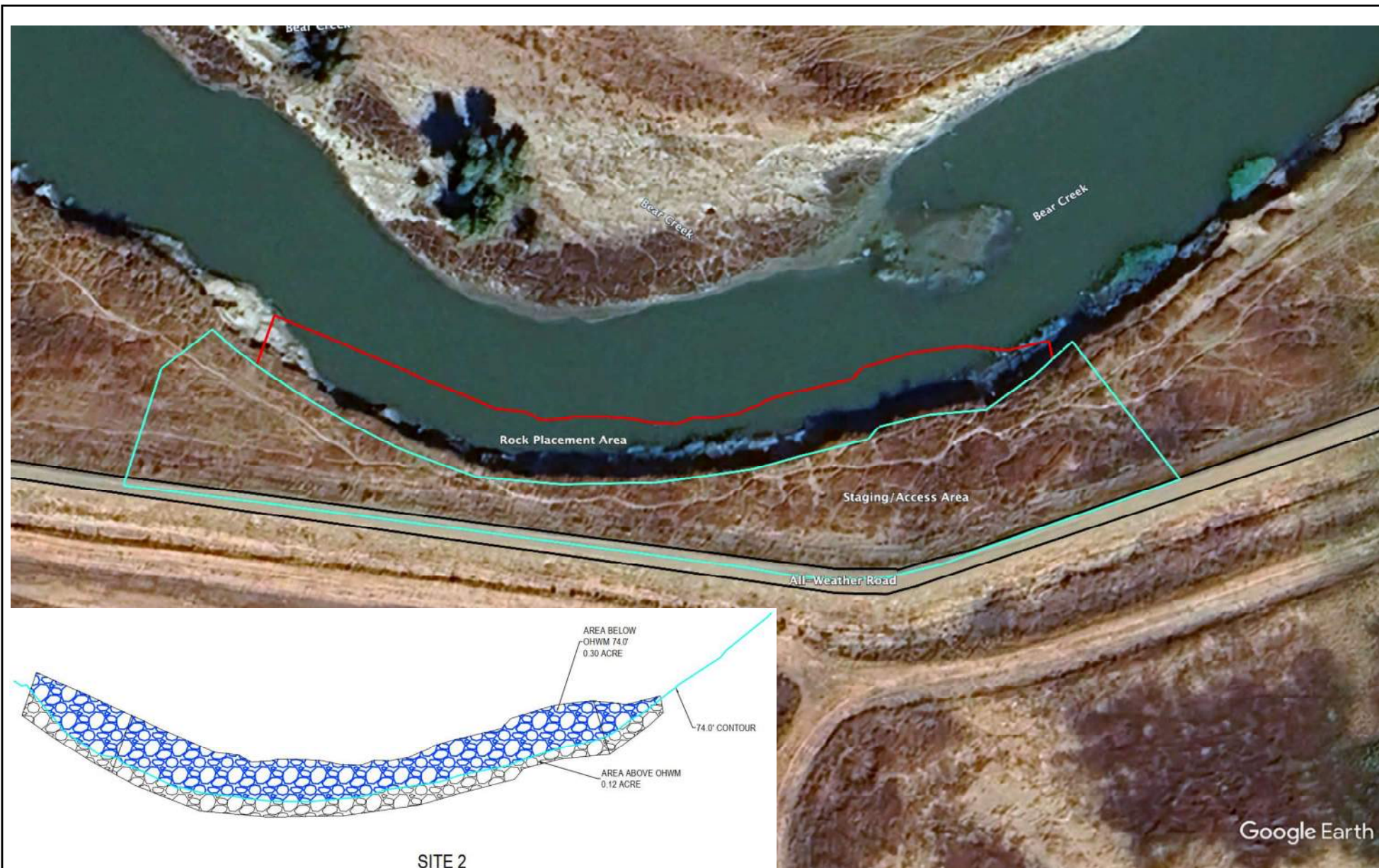


Figure 2



Source (Basemap): Google Earth

Scale: 1 inch = 80+/- feet

**Moore Biological
Consultants**



LSJLD - EROSION SITE 2

**PERMANENT AND
TEMPORARY IMPACT AREAS**

Permit

CDFW: Streambed Alteration Agreement 1602 Permit (EPIMS-MER-62431-R4) Site 3

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-MER-62431-R4
EASTSIDE BYPASS
MERCED COUNTY

LOWER SAN JOAQUIN LEVEE DISTRICT
SHANE SWARTZ
11704 WEST HENRY AVENUE
DOS PALOS, CALIFORNIA 93620

LSJLD CRITICAL EROSION REPAIRS PROJECT - SITE 3 (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Lower San Joaquin Levee District (Permittee), represented by Shane Swartz.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 4, 2025, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Project is located within and adjacent to the Eastside Bypass (stream) approximately 6.5 miles south of the community of Steveson, south of State Route 140 and east of State Route 165, in Merced County; Section 9, Township 8 South, Range 11 East; USGS 7.5 Minute Quad Map Stevinson MDB&M; Assessor's Parcel Number (APN) 049-190-015-000; Latitude 37.25132, Longitude -120.77564 (Figure 1).

PROJECT DESCRIPTION

Project activities include stabilizing an eroding bank along the western slope of the Eastside Bypass levee with rock slope protection (RSP), to protect the bank from further erosion and to protect the levee (Figure 2). Trucks will deliver approximately 2,400 cubic yards of 18-inch minus RSP to the Project site, and an excavator and/or dozer working on the bank will then place the RSP along 230 linear feet of the streambank at a horizontal/vertical ratio of 2:1 to conform to the levee slopes that underlie the banks. A three-foot launchable rock section will be placed at the toe of the fill area to stabilize the base of rock slope. The RSP will extend from the streambed, at an elevation of 47.7 to the top of the waterside berm, at an elevation of 85.6 feet. No grading or excavation will occur, RSP will not be stockpiled on site. Temporary impact areas are expected to be similar to pre-construction conditions; disturbed areas will be reseeded with a native erosion control mix after construction activities. No trees or shrubs will be impacted. Project activities will occur between July and November and will be completed within approximately 30 days.

The following equipment may be used for Project activities: equipment trucks, excavator, dozer, and water truck.

PROJECT IMPACTS

The Project will result in approximately 0.25 acres of permanent impacts along 230 linear feet to the stream associated with the installation of the RSP; and approximately 0.54 acres of temporary impacts along 230 linear feet to the stream associated with ground disturbance from equipment driven along the stream during installation of the RSP.

The Project could also result in impacts to fish and wildlife resources from sedimentation and erosion resulting from ground disturbing activity; disturbed soils being carried downstream by subsequent flows, relocated, and re-deposited in areas used by fish and wildlife; direct impacts including mortality caused by crushing of vegetation or of subterranean wildlife habitats and loss of microhabitats; crushing of vegetation that provides nesting, denning, foraging, or cover habitat for wildlife and its prey; introduction of nonnative species from equipment, tools, and machinery used previously at other locations; vehicle or equipment leaks or accidental spills of petroleum hydrocarbons (fuels and lubricating oils) resulting in contamination of stream sediments and deleterious substances being carried downstream during subsequent flows; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, increased predation, reduced foraging efficacy, and other behavioral changes.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the species presented in Table A in addition to other species of birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local riparian ecosystem could

potentially be impacted by the Project.

Table A. Species with Potential to be Impacted by the Project.

Name	Scientific Name	Listing or Status		
		Federal	State	CRPR
Mammals				
American badger	<i>Taxidea taxus</i>	---	SSC	---
Birds				
Western burrowing owl	<i>Athene cunicularia hypugaea</i>	---	C	---
Swainson's hawk	<i>Buteo swainsoni</i>	---	T	---
Tricolored blackbird	<i>Agelaius tricolor</i>	---	T	---
Reptiles				
Northwestern pond turtle	<i>Actinemys marmorata</i>	PT	SSC	---
Giant gartersnake	<i>Thamnophis gigas</i>	T	T	---
Amphibians				
Western spadefoot	<i>Spea hammondi</i>	PT	SSC	---
Invertebrates				
Crotch's bumble bee	<i>Bombus crotchii</i>	---	C	---
Fish				
Steelhead - Central Valley DPS	<i>Oncorhynchus mykiss irideus</i>	T	SSC	---
Central Valley spring-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	NE	NE	---
Central Valley fall/late fall-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	---	SSC	---
Plants				
Delta button-celery	<i>Eryngium racemosum</i>	---	SE	1B.1
alkali-sink goldfields	<i>Lasthenia chrysantha</i>	---	---	2B.1
Coulter's goldfields	<i>Lasthenia glabrata ssp. Coulteri</i>	---	---	1B.1

C = Candidate, CRPR = California Rare Plant Rank, E = Endangered, NE = Non-essential Experimental Population of a Federal and State Threatened Species, PT = Proposed Threatened, SSC = Species of Special Concern, T = Threatened

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 Protective Measure in this 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 this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and federal law, or other legal obligations.
- 1.6 Unauthorized Take.
 - (a) This Agreement does not authorize the take (defined in Fish & G. Code, §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or federally listed threatened, endangered, and candidate species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened, endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a **work schedule** to CDFW at least seven days prior to beginning the Project. Permittee shall submit revised work schedules to CDFW within seven days following any delays.
- 1.9 Training. Prior to starting Project activities, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. Permittee shall maintain a sign-in sheet that includes the printed and signed name of each attendee, in addition to the name and qualifications of the person providing training, a copy of any training materials, and the date of the training. Permittee shall provide this **worker training documentation** to CDFW within seven days of each training.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset. Project activities shall be completed during one seasonal work period.
- 2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the bed, banks, and floodplain. These "work area" limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained in good repair for the duration of Project activity and removed immediately upon completion of Project activity. All stream areas beyond the identified work area limits of each work area shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
- (a) Pre-Activity Surveys for potential rare, listed, or other sensitive status species shall be conducted by a qualified biologist within 14 days prior to commencing Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. The Permittee shall submit a **Pre-Activity Survey Report** to CDFW within seven days of completing the survey. If any State or federally listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery immediately and work shall not begin or continue until CDFW provides written authorization. An amended Agreement and/or a State Incidental Take Permit pursuant to Fish and Game Code section 2081, subdivision (b), in addition to subsequent CEQA analysis, may be warranted.
 - (b) Reporting Observations to CNDDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and provide copies of the CNDDDB forms in the **Final Report**.
 - (c) Western Burrowing Owl: A qualified biologist shall conduct western burrowing owl surveys within each work area and a 500-meter radius no more than 14 days prior to the start of construction Project activities at each work area. Surveys shall be conducted at appropriate times to maximize detections. If known western burrowing owl burrows (either active or inactive) are observed, then these burrows shall be protected, and monitored by a qualified biologist during construction Project activities. A minimum 500-meter avoidance buffer shall be established and maintained around each burrowing

owl burrow. Permittee shall submit **burrowing owl survey reporting** to CDFW for review at least seven days prior to the start of Project activities at each work area and shall include a map and locations of all observed western burrowing owl burrows and any individual western burrowing owl observations. Permittee is advised that on October 10, 2024, the California Fish and Game Commission designated Western burrowing owl as a candidate species; therefore, if this species is detected and take avoidance is not feasible, acquisition of a State Incidental Take Permit for Western burrowing owl would be necessary prior to the start of Project activities in order to comply with the California Endangered Species Act (CESA). Permittee may request a reduction of the survey area by submitting a written justification to CDFW. Survey area reductions may only be implemented after CDFW has provided written approval.

- (d) Swainson's Hawk: No Project activities shall be completed from March 1 through August 31 unless a qualified biologist conducts Swainson's Hawk nesting surveys within the work area and a ½-mile buffer, following the survey methodology developed by the Swainson's Hawk Advisory Committee (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990>) prior to commencing Project-related activities and continuing until the entire survey protocol survey is completed. If Project activity will occur during the nesting season of the species, **in-progress survey reporting** shall be submitted to CDFW at least seven days prior to the start of Project activities and a **final survey** submitted to CDFW within 10 days after the protocol is completed. Permittee shall report Swainson's hawk nests to CDFW within 24 hours of any detection. A no-disturbance buffer of ½ mile shall be delineated around active nests, regardless of when they were found, until the breeding season has ended or until a qualified biologist has determined CDFW has confirmed in writing that birds have fledged and are no longer reliant upon the nest site for survival. Permittee is advised that if take cannot be avoided, in order to comply with California Endangered Species Act (CESA), an Incidental Take Permit for Swainson's Hawk would be necessary prior to commencing or resuming the Project.
- (e) Tricolored Blackbird. If Project activities will occur between February 15 through September 15, a qualified biologist shall survey all areas of suitable breeding habitat within each Project Area and a 300-foot buffer around each work area for tricolored blackbird nests no more than 14 days prior to the start of Project activities at each work area. Permittee shall submit **tricolored blackbird survey results** to CDFW at least seven days prior to the start of Project activities at each work area. If tricolored blackbird nests are found during survey or at any time during Project activities, Permittee shall notify CDFW immediately of the discovery, and Project activities shall avoid the nest/colony with a 300-foot no-disturbance buffer. If this buffer is not feasible, Permittee is advised that acquisition of an ITP for tricolored blackbird may be necessary prior to the start or continuation of Project activities

- (f) American Badger: Any American badgers detected within each work area during construction Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or within 50 feet of each work area, Permittee shall avoid the den by a minimum 50-foot buffer around the burrow entrance. If this buffer is not feasible, the Permittee may request a variance from the buffer when there is a compelling biological or ecological reason to do so. No buffer reduction shall occur without advance, written approval from CDFW. CDFW will not provide approval if it is possible for dependent young to be present in the den; requests to CDFW must include descriptions of den monitoring.

- (g) Giant Garter Snake: Project Activities where suitable giant gartersnake habitat is present will be initiated within the months of May, June, July, August, and September; the active season for the species. All ground disturbing activities must be completed within the active season. Alternatively, work may continue if there are no burrows within 25 feet of a work area. A qualified biologist shall survey at and within 25 feet of the work areas within 24 hours prior to the start of Project Activities at each work area and Permittee shall submit ***giant gartersnake survey results*** to CDFW prior to commencing work at each work area. Further, a qualified biologist shall be present during all activities that may result in take, at each work area and shall halt activities if a giant gartersnake is detected at or adjacent to the work area, until the individual leaves of its own volition. Permittee shall immediately contact CDFW and the United States Fish and Wildlife Service (USFWS) for consultation. If avoidance of take is not possible, the Permittee is advised that acquisition of an ITP for giant gartersnake would be necessary prior to the start or continuation of Project activities.

- (h) Western Spadefoot and Northwestern Pond Turtle: Any western spadefoot or northwestern pond turtle discovered within the Project site during Project activities shall be allowed to move out of the site of their own volition. If this is not feasible, western spadefoot and adult northwestern pond turtles shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet upstream or downstream from the Project site. If a northwestern pond turtle nest is uncovered during Project activities, the eggs shall not be touched or moved and the nest shall be covered back with the removed soil and clearly marked for avoidance by Project activities. Permittee shall not move neonate turtles that are using a nest area. ***Detailed records of adult individuals that are relocated and any northwestern pond turtle nests that are found*** shall be maintained by the qualified biologist and included in the Final Project Report.

- (i) Crotch's Bumble Bee: If any construction Project activity will occur during the Crotch's bumble bee active period of April 1 to August 31, a qualified biologist shall conduct a survey for Crotch's bumble bee using a CDFW-approved protocol
(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>) to

detect bees and potential nesting sites at each work area. The survey shall be performed within 14 days prior to commencing construction Project activities at each work area and include identification and mapping of all potential nesting habitat to survey, including but not limited to rodent burrows, thatched grass, brush piles, rock piles, and fallen logs. Permittee acknowledges that this Agreement does not authorize take of Crotch's bumble bees to handle for identification. Permittee shall submit Crotch's bumble bee **survey reporting** to CDFW prior to the start of the construction Project activities at each work area. If Crotch's bumble bees and/or a nest are detected during surveys or at any time during Project activity, Permittee shall halt work immediately at that work area or shall not commence work, whichever situation applies, and contact CDFW for written approval to begin or resume work. If a nest is found, Permittee shall also maintain a minimum 50-foot no-disturbance buffer around the nest until the end of the Crotch's bumble bee active period. If avoidance of individuals or a nest is not feasible, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee would be necessary prior to commencing or resuming work at the Project at the site.

If an overwintering queen is unearthed during Project ground-disturbing activity, Permittee shall immediately halt Project activity at that work area and contact CDFW immediately to report the incident along with the coordinates, habitat features, and substrate. If the queen is still in torpor, Permittee shall lightly cover it with the same substrate it was found in. Permittee shall not resume Project activity before receiving written approval from CDFW. In this scenario, Permittee is advised that in order to comply with CESA, an Incidental Take Permit for Crotch's bumble bee may be necessary prior to commencing or resuming the Project at the site.

- (j) Special Status Plants: A qualified botanist shall conduct surveys for special status plant species in the work area where suitable habitat occurs, and a 25-foot radius during the growing season within two years prior to the start of construction Project activities using the CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). Permittee shall submit **survey results** to CDFW at least seven days prior to the start of Project activity. If special status plant species are identified, the population shall be delineated with flagging and protected with a 25-foot no disturbance buffer. If this avoidance is not feasible, Permittee shall consult with CDFW to determine whether a buffer reduction or alternative minimization for non-listed species is possible. Permittee shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval to do so. If take of any State listed plant species, including live plant parts and seeds, cannot be avoided, Permittee is advised that a State Incidental Take Permit for the species would be warranted to proceed with any Project activity that would result in take.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activity, said fish or wildlife shall be allowed to leave the work area unharmed.
- (b) To protect nesting birds, no Project activity shall commence during the nesting season (February 1 through August 31) unless the following Avian Nest Surveys are completed by a qualified biologist within 14 days prior to the start of Project activity. Permittee shall submit ***avian survey reporting*** to CDFW within seven days following surveys. Due to their special status designations and differing ecology, separate surveys and avoidance requirements are listed above for western burrowing owl, Swainson's hawk, and tricolored blackbird (Avoidance and Minimization Measures 2.3(c), (d), and (e)).

Birds of Prey: Survey for nesting activity of birds of prey within the work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival.

Other Avian Species: Survey for nesting activity within the work area and a 250-foot radius. If any nesting activity is found, these nests shall be protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest site.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so.

2.5 Vegetation.

- (a) No trees or shrubs shall be cut, removed, or otherwise disturbed as part of the Project. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project and shall only occur within the defined work area. Permittee shall take precautions to avoid other damage to woody vegetation by people or equipment.
- (b) All invasive, nonnative plant species that are cut, damaged, or disturbed during the Project shall be removed from the work area. Any nonnative, invasive plant species, shall be removed and appropriately disposed of. Nonnative species shall not be used in mulching, compositing, or otherwise placed in or around the work area.
- (c) Herbicides shall not be used during Project activity.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall only operate in areas under naturally dry conditions. Equipment and vehicles shall be operated from the top of the streambank.
- (b) Vehicles, equipment, machinery, and hand-operated tools shall be inspected for the presence of undesirable plant species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative plant or animal species, fungi, their propagules, or other biotic agents.
- (c) Vehicle access shall be limited to predetermined ingress and egress corridors on existing roads. All other stream areas adjacent to the work area shall remain off-limits to vehicles and equipment.
- (d) All equipment or vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream or other material may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill.

- (a) Rock, gravel, and/or other materials shall not be imported or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish Project activities. Excess fill material and all temporary fill shall be moved off-site by Project completion.
- (c) All RSP shall consist of clean, natural rock and shall not include broken concrete, asphalt, or other material that is deleterious to fish or wildlife.
- (d) The launchable toe section shall consist of appropriately sized RSP and be of sufficient depth to support the rock slope and prevent instability. RSP shall be of sufficient size and installed to withstand washout.

2.8 Erosion.

- (a) No work shall be conducted during rain or within 24 hours following rainfall of ¼ inch or more in a 24-hour period. All necessary erosion control measures

shall be initiated prior to all storm events. Permittee shall monitor at a minimum the National Weather Service 72-hour forecast for the work areas.

- (b) All disturbed soils within the work area shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (c) If the Project causes any exposed slopes or exposed areas on vegetated areas of the stream banks, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile non-native perennial grass species may be added to the seed mix provided, that amount does not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall submit a **Seed Mix** to CDFW for written approval prior to application. Seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.
- (b) During Project implementation, Permittee shall not dump any litter or debris within the stream. All such waste shall be picked up daily and properly disposed of at an appropriate site.
- (c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders located within or adjacent to the stream shall be positioned over drip pans.
- (d) Raw cement, concrete or washings thereof, asphalt, lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous or deleterious to wildlife resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".

- (e) A **Spill Response Plan** shall be prepared and submitted to CDFW for written approval at least 14 days prior to the start of Project activities and kept on site during all Project activities. The Spill Response Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful or deleterious to fish, plants, or aquatic life. Emergency response materials shall be kept at the work area and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of all spills.
- (f) Permittee shall use clean water to curtail fugitive dust during all aspects of Project implementation. Chemical palliatives and surface binding agents used to control dust shall not be used in the work area or any location where they may wash into the stream.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures included in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting program described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

3.2 Reports. Permittee shall submit the following Reports to CDFW:

- (a) Work schedule, submitted to CDFW at least seven days prior to the start of Project activity and within seven days following changes (Administrative Measure 1.8).
- (b) Worker training materials, submitted to CDFW within seven days of completing each training (Administrative Measure 1.9).
- (c) Pre-activity survey reporting, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(a)).
- (d) Reporting of western burrowing owl surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(c)).

- (e) Reporting of Swainson's hawk surveys, if Project activity will occur during the nesting season, with in-progress surveys submitted to CDFW within seven days of beginning work and final surveys submitted within 14 days following survey completion (Avoidance and Minimization Measure 2.3 (d)).
- (f) Reporting of tricolored blackbird surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(e)).
- (g) Reporting of Crotch's bumble bee surveys, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.3(i)).
- (h) Reporting of giant gartersnake surveys shall be submitted prior to commencing Project Activities (Avoidance and Minimization Measure 2.3(g)).
- (i) Reporting of special status plant species surveys, submitted to CDFW at least seven days prior to the start of Project activities (Avoidance and Minimization Measure 2.3(k)).
- (j) Reporting of avian nesting surveys, if Project activity is initiated during the avian nesting season, submitted to CDFW within seven days of completing surveys (Avoidance and Minimization Measure 2.4(b)).
- (k) A Seed Mix, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(c)).
- (l) A Spill Response Plan, submitted to CDFW for written approval at least 14 days prior to the start of Project activities (Avoidance and Minimization Measure 2.9(e)).
- (m) A Final Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project, include a summary of the implementation of each Protective Measure of this Agreement. The Final Report shall include reports of special status species to CNDDB (Avoidance and Minimization Measure 2.3(b)); documentation of Northwestern pond turtle and western spadefoot toad moved out of harm's way (Avoidance and Minimization Measure 2.3(h)). Before, during, and after, photographic documentation of the work area shall also be included.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through the Environmental Permit Information Management System (EPIMS) as instructed by CDFW. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) **in addition to** R4LSA@wildlife.ca.gov.

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Streambed Alteration Agreement
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To Permittee:

Shane Swartz
Lower San Joaquin Levee District
11704 West Henery Avenue
Dos Palos, California 93620
EPIMS-MER-62431-R4
Phone: (559) 400-2077
Shane@lsjld.org

To CDFW:

California Department of Fish and Wildlife
Region 4 - Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Clint Stevens
EPIMS-MER-62431-R4
Phone: (559) 899-9758
Jackson.Powell@Wildlife.ca.gov and
R4LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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 complying with or 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 this 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 this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (Fish & G. Code, § 1605, subd.(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

TERM

This Agreement shall remain in effect for five years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

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EXHIBITS

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

Figure 1. Project Vicinity USGS Quad Map.

Figure 2. Project Details

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, Permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Figure 1



Figure 1

Department of Fish and Wildlife
Conservation Planning GIS
Central Region



**Project Location
MER-62431**

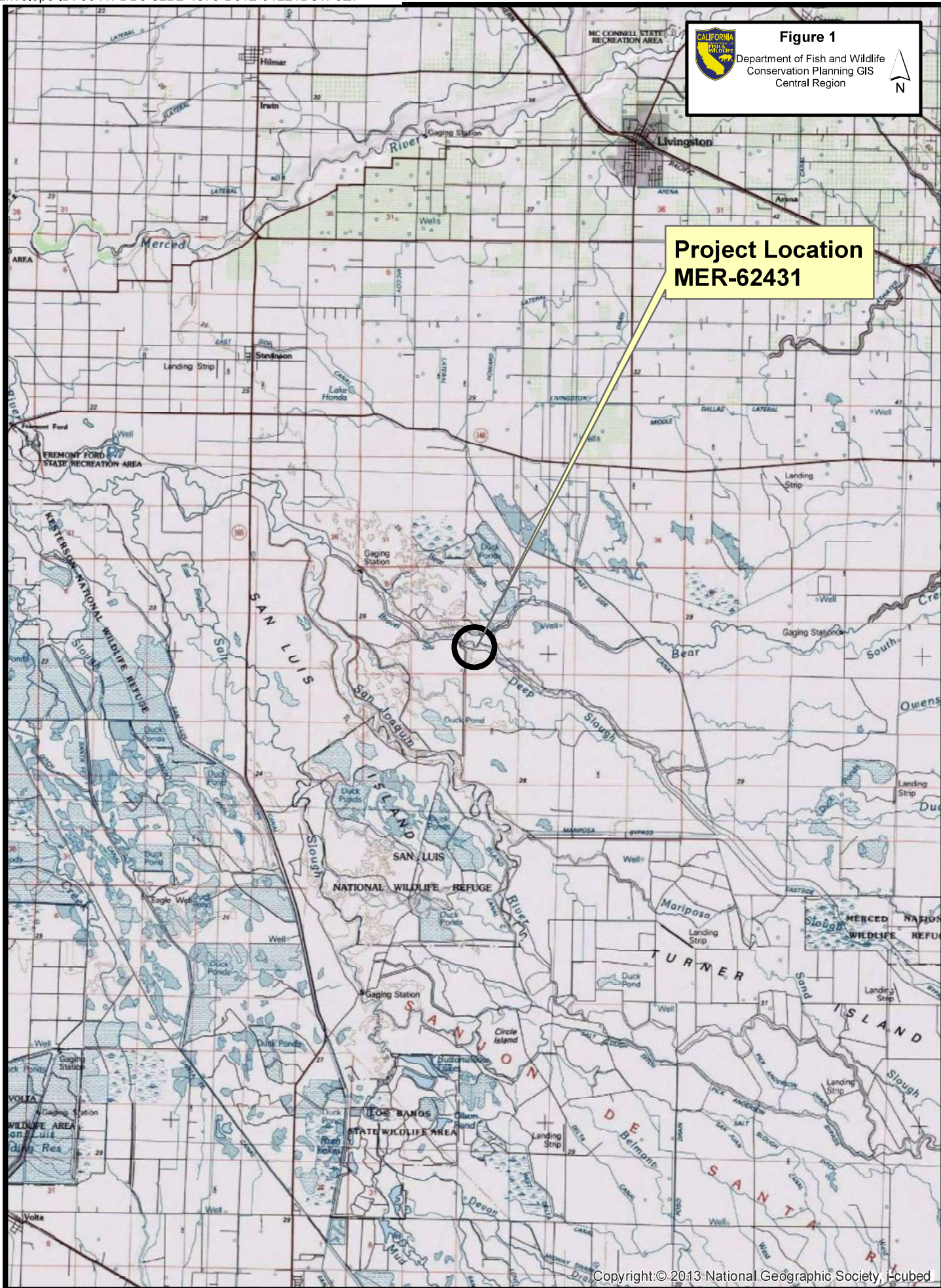
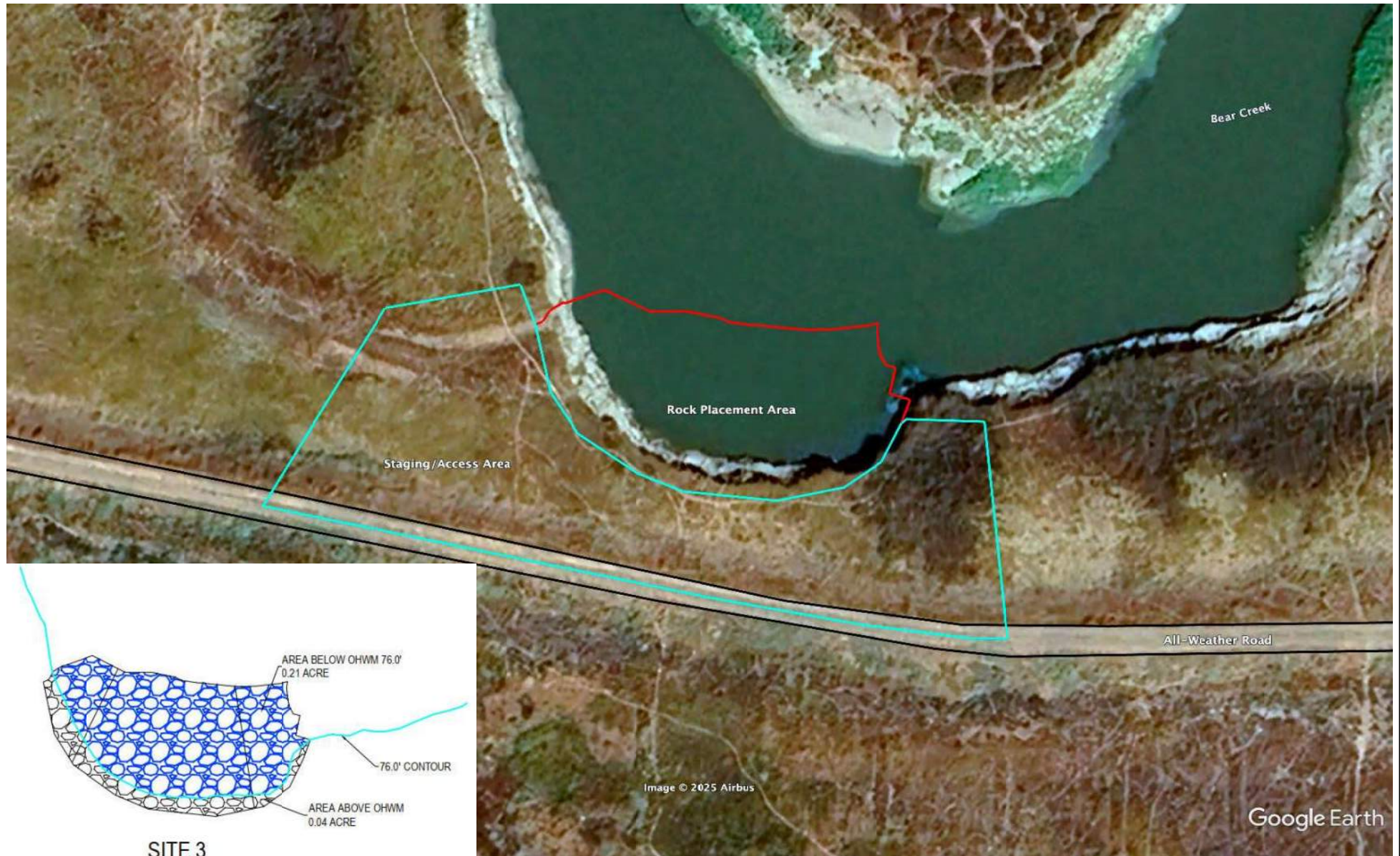


Figure 2



Source (Basemap): Google Earth

Scale: 1 inch = 60+/- feet

**Moore Biological
Consultants**



LSJLD - EROSION SITE 3

**PERMANENT AND
TEMPORARY IMPACT AREAS**

Drawing List

Lower San Joaquin Levee District
FSRP Critical Erosion Repair Project
Prepared by Kjeldsen, Sinnock & Neudeck, Inc.
Dated May 2026

LOWER SAN JOAQUIN LEVEE DISTRICT (NA0010)
MERCED COUNTY, CALIFORNIA

CRITICAL EROSION REPAIR PROJECT

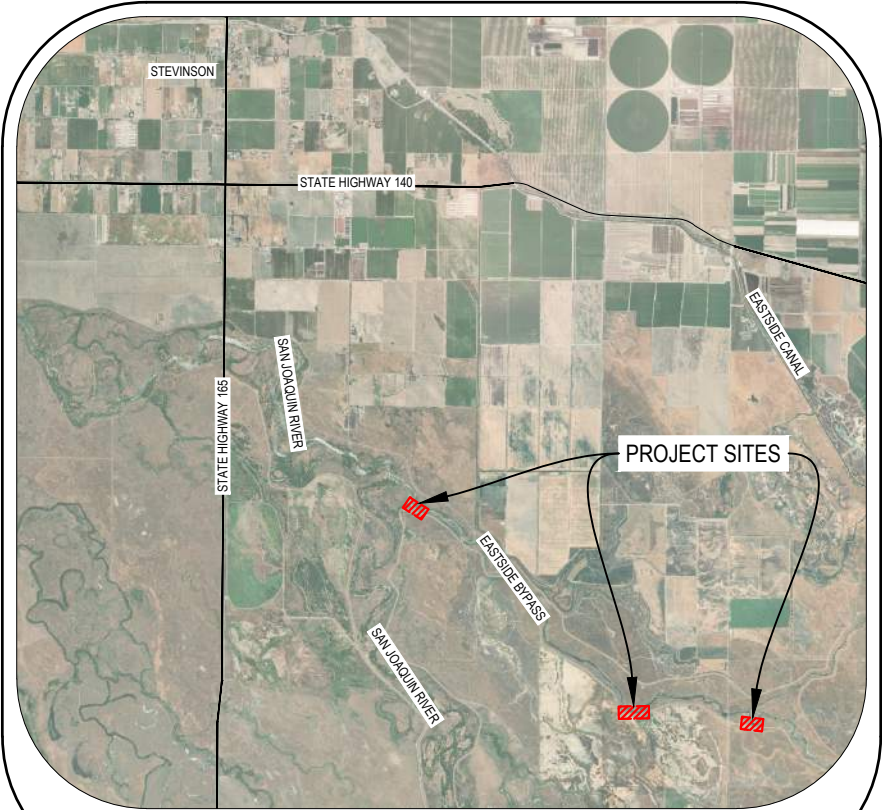
FLOOD SYSTEM REPAIR PROGRAM
DWR_NA0010_06_LM0.05L, DWR_NA0010_06_LM2.56L, AND DWR_NA0010_06_LM3.57L



VICINITY MAP

SHEET NO.	DWG NO.	DESCRIPTION
1	G-001	TITLE SHEET
2	G-002	GENERAL NOTES
3	V-101	SURVEY CONTROL
4	C-101	BASE MAP & HAUL ROUTE
5	CS101	EROSION SITE 1 - SITE PLAN
6	C-301	EROSION SITE 1 - CROSS SECTIONS
7	CS102	EROSION SITE 2 - SITE PLAN
8	C-302	EROSION SITE 2 - CROSS SECTIONS
9	C-303	EROSION SITE 2 - CROSS SECTIONS
10	CS103	EROSION SITE 3 - SITE PLAN
11	C-304	EROSION SITE 3 - CROSS SECTIONS
12	C-501	DETAILS

SHEET INDEX



PROJECT SITE MAP

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD_Sheets\Erosion\G-002.dwg
PLOT DATE: Jun 05, 2026 -- 1:51pm

GENERAL NOTES:

1.

APPROVAL OF THESE PLANS BY THE DISTRICT DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL REQUIRED PERMITS HAVE BEEN ISSUED.

2.

THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT DOES NOT AUTHORIZE THE CONTRACTOR TO VIOLATE ANY FEDERAL, STATE, COUNTY, OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENDANGERED SPECIES ACT OF 1973 AND AMENDMENTS THERETO (16 USC SECTION 1431 ET.SEQ.). THE CONTRACTOR MUST BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS APPLICABLE TO ALL WORK PERFORMED UNDER THE CONTRACT.

3.

PRIOR TO DISTURBANCE OF THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR MUST MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE DISTRICT.

4.

DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE ORDER IS APPROVED IN WRITING BY THE DISTRICT.

5.

IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT AT 811 OR TOLL FREE 1-800-422-2444, TWO DAYS BEFORE YOU DIG.

6.

CONTRACTOR MUST ADHERE TO ALL OSHA FEDERAL STATE AND LOCAL REGULATIONS, AT ALL TIMES THROUGHOUT CONSTRUCTION, WHEN OPERATING CRANES, BOOMS, HOIST, ETC. IN PROXIMITY OF OVERHEAD ELECTRIC LINES. IF THE CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES CONTACT POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS. ANY UTILITY PROVIDER FEES MUST BE PAID BY THE CONTRACTOR.

7.

THE CONTRACTOR MUST BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL WARNING SIGNS, DEVICES, AND FEATURES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF THE GENERAL PUBLIC AND WORKERS AND TO PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK.

8.

THE CONTRACTOR MUST PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND RECEIVE APPROVALS THEREOF PRIOR TO START OF DEMOLITION AND CLEARING OPERATIONS.

9.

THE CONTRACTOR MUST PROVIDE EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTIONS PLAN AND MUST BE INSTALLED PRIOR TO THE START OF DEMOLITION AND CLEARING OPERATIONS.

10.

THE CONTRACTOR MUST VERIFY ALL DIMENSIONS, SIZES, AND LOCATIONS OF ALL EXISTING FACILITIES AND FEATURES BEFORE STARTING WORK AND MUST IMMEDIATELY NOTIFY THE DISTRICT OF ANY DISCREPANCIES. INFORMATION ON EXISTING UTILITIES HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY PROVIDER, RECORD MAPS, AND/OR FIELD SURVEY AND IS NOT GUARANTEED CORRECT OR COMPLETE.

11.

UTILITIES ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL UTILITIES DURING CONTRACT ACTIVITIES.

12.

ALL EXISTING FACILITIES AND FEATURES NOT DESIGNATED FOR REMOVAL ARE TO BE PROTECTED IN PLACE. DAMAGE MUST BE REPAIRED IN KIND AT HE CONTRACTORS EXPENSE.

13.

HE CONTRACTOR MUST PROTECT ALL IRONS PINS, MONUMENTS AND PROPERTY CORNERS DURING DEMOLITION ACTIVITIES. ANY DISTURBED INS, MONUMENTS, AND OR PROPERTY CORNERS, ETC. MUST BE RESET BY A CALIFORNIA LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

14.

EXISTING FENCING AND GATES WITHIN THE RIGHT-OF WAY MUST BE REMOVED AS REQUIRED FOR CONSTRUCTION AND AS SPECIFIED ON THE DRAWINGS. FENCING AND GATES MUST BE REPLACED FOLLOWING CONSTRUCTION.

15.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ADEQUACY OF EXISTING BRIDGE AND CULVERT CROSSINGS PRIOR TO UTILIZING FOR ACCESS TO THE SITE OR FOR ANY HAULING ACTIVITIES. CROSSINGS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES MUST BE IMMEDIATELY RESTORED TO PRE-CONSTRUCTION CONDITION BY THE CONTRACTOR AT NO COST TO THE DISTRICT.

16.

THE CONTRACTOR MUST BE RESPONSIBLE FOR MAINTAINING UP-TO-DATE RECORD DRAWINGS FOR ALL WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS MUST RECORD THE LOCATION AND AS-BUILT CONDITION OF ALL PROJECT ELEMENTS. COPIES MUST BE DELIVERED TO THE DISTRICT PRIOR TO THE ACCEPTANCE OF THE WORK AS INDICATED IN THE SPECIFICATIONS.

17.

AERIAL PHOTOS ARE PROVIDED FOR REFERENCE ONLY. ALL EXISTING FEATURES MAY NOT BE SHOWN ON PHOTOS. CONTRACTORS MUST SATISFY THEMSELVES AS TO THE LOCATION OF EXISTING FACILITIES THAT MAY BE AFFECTED BY CONSTRUCTION.

18.

LIMITS OF WORK SHOWN ON THE PLANS INDICATE AREA THAT HAS BEEN ENVIRONMENTALLY CLEARED FOR WORK. THE CONTRACTOR IS RESPONSIBLE FOR STAYING WITHIN DESIGNATED WORK AREAS. ANY VIOLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

19.

THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL ROADS CLEAR OF MUD AND DEBRIS.

20.

ALL EXISTING ELDERBERRY SHRUBS ON THE CONSTRUCTION SITE ARE TO BE MARKED PRIOR TO AND PROTECTED DURING CONSTRUCTION. IF SHRUBS MUST BE REMOVED, THE CONTRACTOR MUST RECEIVE WRITTEN APPROVAL OF THE DISTRICT PRIOR TO REMOVAL FOR EACH SHRUB REMOVED.

21.

AREAS OF EXISTING VEGETATION TO REMAIN MUST BE PROTECTED THROUGHOUT CONSTRUCTION. REVIEW ACTUAL LIMITS OF CLEARING WITH THE ENGINEER, AND SELECTIVELY CLEAR AND PRUNE AS REQUIRED TO REMOVE DEAD, DISEASED, OR POORLY FORMED VEGETATION.

22.

ALL TREE CLEARING LIMITS MUST BE FLAGGED BY THE CONTRACTOR AND REVIEWED IN THE FIELD BY THE ENGINEER, PRIOR TO COMMENCEMENT OF CONSTRUCTION. PROTECT-IN-PLACE TREES AND OTHER VEGETATION AS INDICATED ON PLANS.

23.

SEED ANY DISTURBED AREAS WITHIN THE LIMITS OF WORK AND OUTSIDE OF THE REPAIR AREA WITH A NATIVE EROSION CONTROL SEEDMIX AS PER PROJECT SPECIFICATIONS. ALL LIMITS OF SEEDING MUST BE APPROVED BY ENGINEER IN WRITING PRIOR TO PREPARING FOR OR APPLYING SEED.

24.

SEE PROJECT SPECIFICATIONS FOR ACCESS REQUIREMENTS AND PROTECTION OF ADJACENT PROPERTIES.

SITE ACCESS AND CONSTRUCTION LIMITS

1.

THE CONTRACTOR'S EQUIPMENT SHALL BE RESTRICTED TO OPERATE WITHIN THE CONSTRUCTION LIMITS INDICATED ON THE PLANS UNLESS OTHERWISE APPROVED BY THE ENGINEER, DISTRICT, AND LANDOWNERS. ALL STAGING SHALL ALSO BE RESTRICTED TO WITHIN THE CONSTRUCTION LIMITS.

BASIS OF DESIGN:

1.

THE TOP OF RSP ELEVATIONS WERE SELECTED TO BE AT THE DESIGN WATER SURFACE ELEVATIONS AS PROVIDED BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

2.

THE PERFORMANCE OF LEVEE AND CHANNEL SYSTEMS IS DEPENDENT UPON BOTH THE DESIGN AND THE LONG-TERM OPERATION AND MAINTENANCE OF THE LEVEES.

3.

KSN HAS PREPARED THESE PLANS IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICE.

4.

RURAL LEVEE REPAIR GUIDELINES, DWR 2014

5.

EM 1110-2-1601, USACE 1991: HYDRAULIC DESIGN OF FLOOD CONTROL CHANNELS

PERMITS:

1.

THE DISTRICT AND/OR CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED TO COMPLETE THE WORK.

2.

SEE PROJECT MANUAL FOR ALL PERMITS APPLICABLE TO THE CONTRACT.

3.

IN-WATER WORK ACTIVITIES SHALL NOT COMMENCE PRIOR TO SEPTEMBER 1, 2026, UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT

LEGEND

LINETYPES:

EDGE OF ROAD

FENCE

-----x-----x-----x-----

FLOWLINE

-----o-----o-----o-----

PIPE

TOE OF SLOPE

SYMBOLS

 CONTROL POINT

GRADING QUANTITIES:

SITE

CALTRANS 2024 CLASS III RSP

FSRP EROSION SITE 01

2,400 ± TONS

FSRP EROSION SITE 02

5,000 ± TONS

FSRP EROSION SITE 03

5,000 ± TONS

QUANTITIES PROVIDED ABOVE ARE BASED ON FINAL GRADING SHOWN ON THESE PLANS AND DO NOT ACCOUNT FOR ANY EXCAVATION GRADING REQUIRED FOR CONSTRUCTION. QUANTITIES PROVIDED ABOVE ARE FOR PERMITTING PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THEIR OWN QUANTITIES FOR BID PURPOSES. THE ENGINEER DOES NOT CERTIFY TO THE QUANTITIES ABOVE.

ABBREVIATIONS

@

AT

AB

ANCHOR BOLT/AGGREGATE BASE

AC

ASPHALTIC CONCRETE

AP

ANGLE POINT

BC

BEGINNING OF CURVE

BM

BENCH MARK

BOC

BACK OF CURB

BOW/BW

BACK OF WALK

CB

CATCH BASIN

CIP

CAST IRON PIPE

CL

CENTERLINE, CLASS

CMP

CORRUGATED METAL PIPE

CMU

CONCRETE MASONRY UNIT

CONC

CONCRETE

CONT

CONTINUOUS, CONTINUE

COS

CITY OF STOCKTON

CR

CURB RETURN

CTR

CENTER

CY

CUBIC YARD

D

STORM DRAIN

DD

DOWNDRAIN

DI

DROP INLET

DIA

DIAMETER

DIM

DIMENSION

DWY

DRIVEWAY

DWSE

DESIGN WATER SURFACE ELEVATION

E

ELECTRIC

EA

EACH

EB

ELECTRICAL BOX

EC

END OF CURVE

E.D.

ELECTRONIC DEPTH

EG

EXISTING GRADE

EJ

EXPANSION JOINT

ELEV

ELEVATION

EP

EDGE OF PAVEMENT

EW

EACH WAY

EXIST/(E)

EXISTING

(F)

FUTURE

FDC

FIRE DEPARTMENT CONNECTION

FDN

FOUNDATION

FF

FINISHED FLOOR

FG

FINISH GRADE

FH

FIRE HYDRANT

FIN

FINISH

FL

FLOW LINE

FLR

FLOOR

FO

FIBER OPTIC

FOC/FC

FACE OF CURB

FS

FIRE SERVICE

FT

FEET

GA

GAUGE

G

GAS

GALV

GALVANIZED

GPM

GALLONS PER MINUTE

GR

GRATE

HORIZ

HORIZONTAL

HP

HIGH POINT

ID

INSIDE DIAMETER (DIM)

IN

INCH

INV

INVERT

IP

IRON PIPE

IRRI

IRRIGATION

JP

JOINT POLE

KV

KILOVOLT

LF

LINEAL FEET

LIN

LINEAR

LP

LOW POINT

LT

LEFT

MAX

MAXIMUM

MH

MAINTENANCE HOLE

MIN

MINIMUM

MOD

MODIFIED

MON

MONUMENT

NTS

NOT TO SCALE

OC

ON CENTER

OD

OUTSIDE DIAMETER

OG

ORIGINAL GROUND

OHWM

ORDINARY HIGH WATER MARK

ABBREVIATIONS (CONT.)

PB

PULL BOX

PC

PRIMARY CONTROL

PCC

PORTLAND CEMENT CONCRETE/ POINT OF COMPOUND CURVE

PIV

POST INDICATOR VALVE

PL

PROPERTY LINE OR PLATE

POC

POINT OF CONNECTION

PP

POWER POLE

PRC

POINT OF REVERSE CURVATURE

PSF

POUNDS PER SQUARE FOOT

PSI

POUNDS PER SQUARE INCH

PT

POINT OF TANGENT, POINT

PUE

PUBLIC UTILITIES EASEMENT

PV

PAVEMENT

PVCP

POLYVINYLCHLORIDE PIPE

R

RADIUS, RIGHT

RCP

REINFORCED CONCRETE PIPE

REINF

REINFORCED

R&R

REMOVE AND REPLACE

R.S.

RECORD OF SURVEY

RT

RIGHT

R/W

RIGHT OF WAY

S

SLOPE

SIM

SIMILAR

SD

STORM DRAIN

SPEC

SPECIFICATION

SQ

SQUARE

SQFT

SQUARE FEET

SQYD

SQUARE YARD

SS

SANITARY SEWER

STA

STATION

STD

STANDARD

T

TANGENT

TBM

TEMPORARY BENCH MARK

TC

TOP OF CURB

TEL

TELEPHONE

TFC

TOP FACE OF CURB

TOG

TOP OF GRATE

TOW

TOP OF WALK

TP

TELEPHONE POLE

TPB

TELEPHONE PULL BOX

TFR

TEMPORARY FIBER ROLL

TYP

TYPICAL

VCP

VITRIFIED CLAY PIPE

VERT

VERTICAL

W

WATER

WSE

WATER SURFACE ELEVATION

YD

YARDS



Know what's below.
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%

Date

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5/29/2026

PROJECT ENGINEER



1

ISSUED FOR BID

5/29/2026

JDP

NO.

DESCRIPTION

DATE

APPR.

DESIGN BY

JDP

DRAWN BY

MSK

CHECK BY

JDP

HORIZONTAL DATUM

CCS83, ZONE 3

VERTICAL DATUM

NAVD88

DRAWING SCALE

N.T.S.

ORIGINAL DRAWING SCALE

0 1/2" 1"





KJELDEN SINNOCK NEUDECK

CIVIL ENGINEERS & LAND SURVEYORS

www.ksninc.com

711 N. Pershing Avenue
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209-946-0268

1550 Harbor Blvd., Suite 212
West Sacramento, CA 95691
916-403-5900

LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

GENERAL NOTES

DATE

MAY 2026

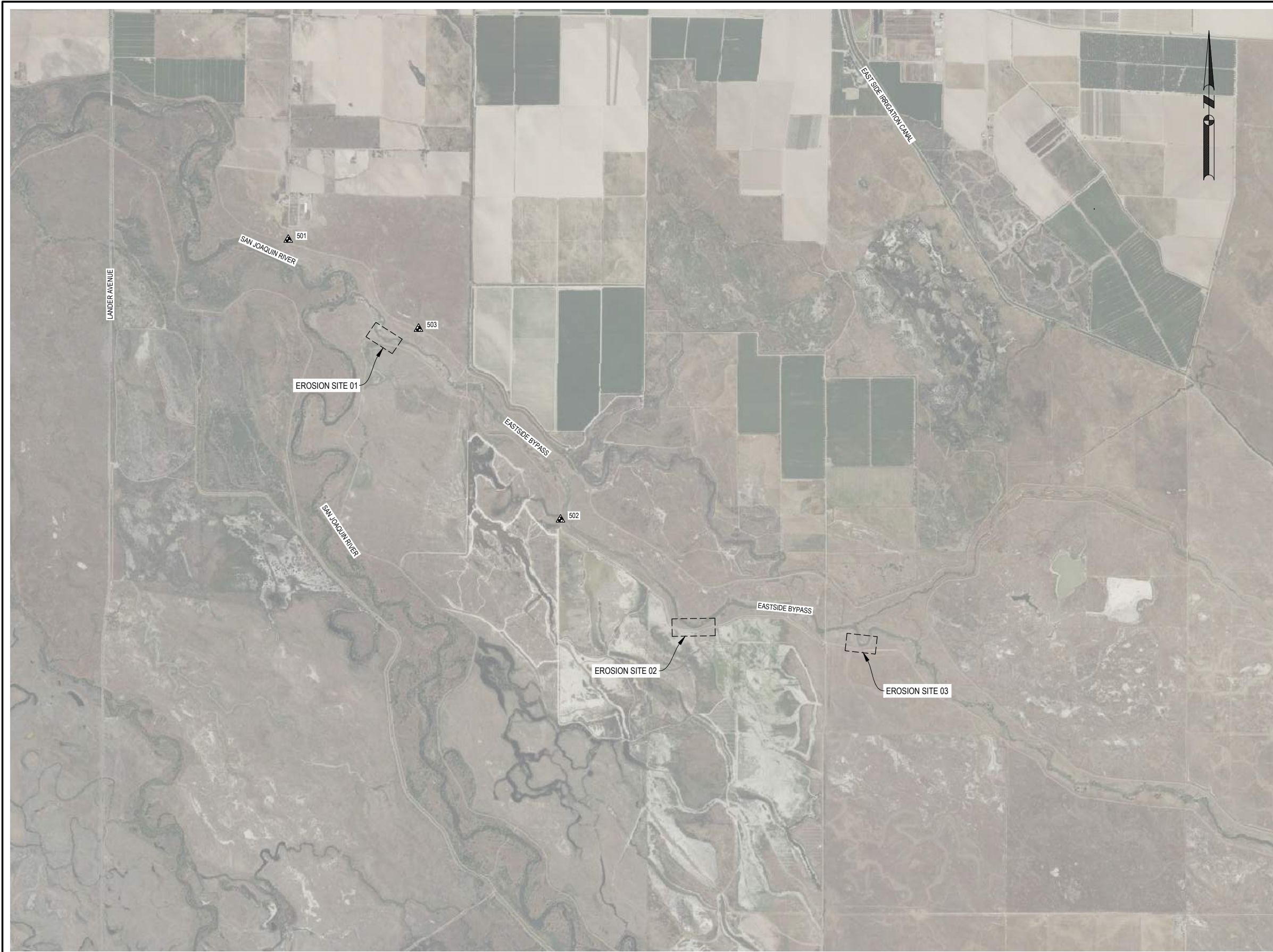
SHEET IDENTIFICATION

G-002

SHEET 2 OF 12

KSN PROJECT FILE NO. 2495-0020

FILE SPEC: P:\2495_Lever_San_Joaquin_Levee_District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD_Sheets\Erosion\V-101.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm



BASIS OF SURVEY CONTROL
COORDINATES, BEARINGS, AND DISTANCES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) CONVERTED TO THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3 (2010.00 EPOCH), AS REFERENCED BY AVAILABLE NGS PUBLISHED CONTROL MONUMENTS. GROUND DISTANCES MUST BE MULTIPLIED BY A COMBINED SCALE FACTOR (CSF) OF 0.9999636163 TO OBTAIN GRID DISTANCES. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). UNITS SHOWN ARE BASED ON THE U.S. SURVEY FOOT. A CONVERGENCE ANGLE OF -0°12'14.9" AND THE CSF WERE DETERMINED AT CONTROL POINT 501. PROJECT CONTROL WAS ESTABLISHED WITH STATIC OBSERVATIONS AT EACH CONTROL POINT AND PROCESSED USING CORS NETWORK DATA FOR STATIONS CMOD AND P305.

CONTROL TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
501	1926050.66	6464655.22	77.31	SET REBAR AND CAP KSN CONTROL
502	1917831.45	6472651.22	89.78	SET REBAR AND CAP KSN CONTROL
503	1923434.84	6468482.16	85.57	SET REBAR AND CAP KSN CONTROL

SYMBOLS

 CONTROL POINT

GENERAL NOTES:

- GROUND SURVEYS PREPARED BY:
KJELDSSEN, SINNOCK & NEUDECK, INC. (KSN)
CIVIL ENGINEERS AND LAND SURVEYORS
711 N. PERSHING AVENUE
STOCKTON, CALIFORNIA 95203
(209) 946-0268 KSN JOB # 2495-0020
- FIELD SURVEYS WERE PERFORMED 5/20/2024 - 5/22/2024.
- UTILITY RESEARCH AND UTILITY MAPPING ARE NOT INCLUDED WITH THIS DATA SET AND IS THE RESPONSIBILITY OF OTHERS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PRESERVATION OF ALL SUCH FACILITIES IN THE AREA OF CONSTRUCTION, AND SHALL NOTIFY UTILITY COMPANIES FORTY-EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION (UNDERGROUND SERVICE ALERT 1-800-227-2600).
- SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE (PROFESSIONAL LAND SURVEYORS' ACT) PROVIDES DIRECTION FOR THE PROTECTION, REPLACEMENT, AND/OR PERPETUATION OF BOUNDARY, RIGHT OF WAY, AND OTHER SURVEY CONTROL MONUMENTS. IT SHALL BE THE RESPONSIBILITY OF THE GOVERNMENT AGENCY AND OTHERS PERFORMING CONSTRUCTION WORK TO PROVIDE FOR THE RESETTLE OR PERPETUATION OF DISTURBED OR DESTROYED MONUMENTS WHICH RESULT FROM CONSTRUCTION OF THE PROJECT.



SUBMITTAL	
%	Date
100	5/29/2026



1	ISSUED FOR BID	5/29/2026	JDP
NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	
DRAWN BY	ADZ
CHECK BY	CGS
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE
1" = 1500'
ORIGINAL DRAWING SCALE
0 1/2" 1"



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LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

SURVEY CONTROL

DATE	MAY 2026
SHEET IDENTIFICATION	V-101
SHEET 3	OF 12
KSN PROJECT FILE NO.	2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD\Sheets\Erosion\C-101.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm



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%	Date
100	5/29/2026



NO.	DESCRIPTION	DATE	APPR.
1	ISSUED FOR BID	5/29/2026	JDP

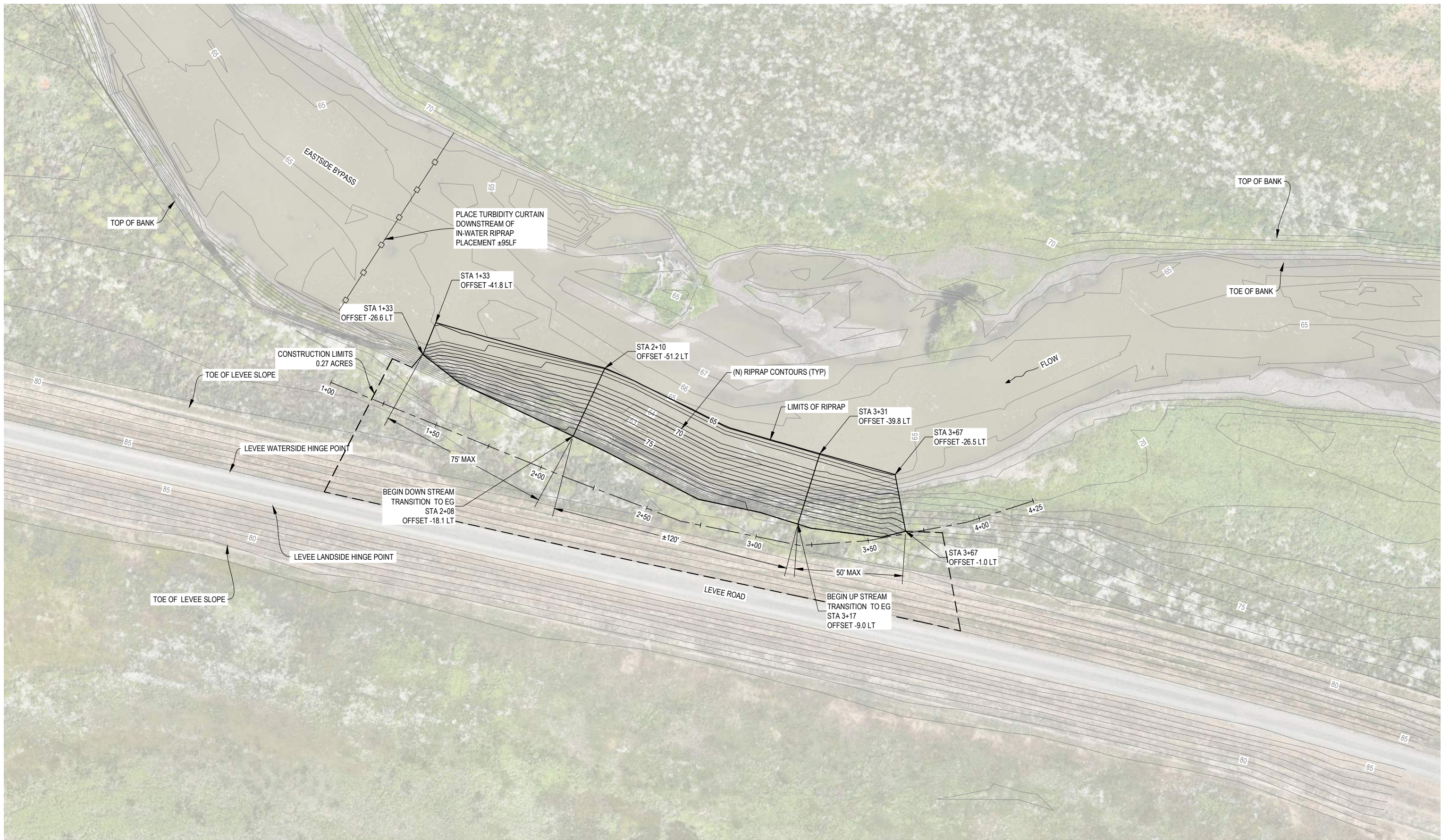
DESIGN BY	JDP
DRAWN BY	MSK
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

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LOWER SAN JOAQUIN LEVEE DISTRICT CRITICAL EROSION REPAIR PROJECT NA0010, UNIT 6		DATE MAY 2026
BASE MAP & HAUL ROUTE		SHEET IDENTIFICATION C-101 SHEET 4 OF 12 KSN PROJECT FILE NO. 2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD\Sheets\Erosion\C-SITE-01.dwg
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NORTH ORIENTATION



PROJECT ENGINEER
JOSEPH D. PRESCOTT
C92535
CIVIL
STATE OF CALIFORNIA
5/29/2026

NO.	DESCRIPTION	DATE	JDP	APPR.
1	ISSUED FOR BID	5/29/2026	JDP	

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DRAWN BY MSK
CHECK BY JDP
HORIZONTAL DATUM
CCS83, ZONE 3
VERTICAL DATUM
NAVD88

DRAWING SCALE
1" = 20'
ORIGINAL DRAWING SCALE
0 1/2" 1"



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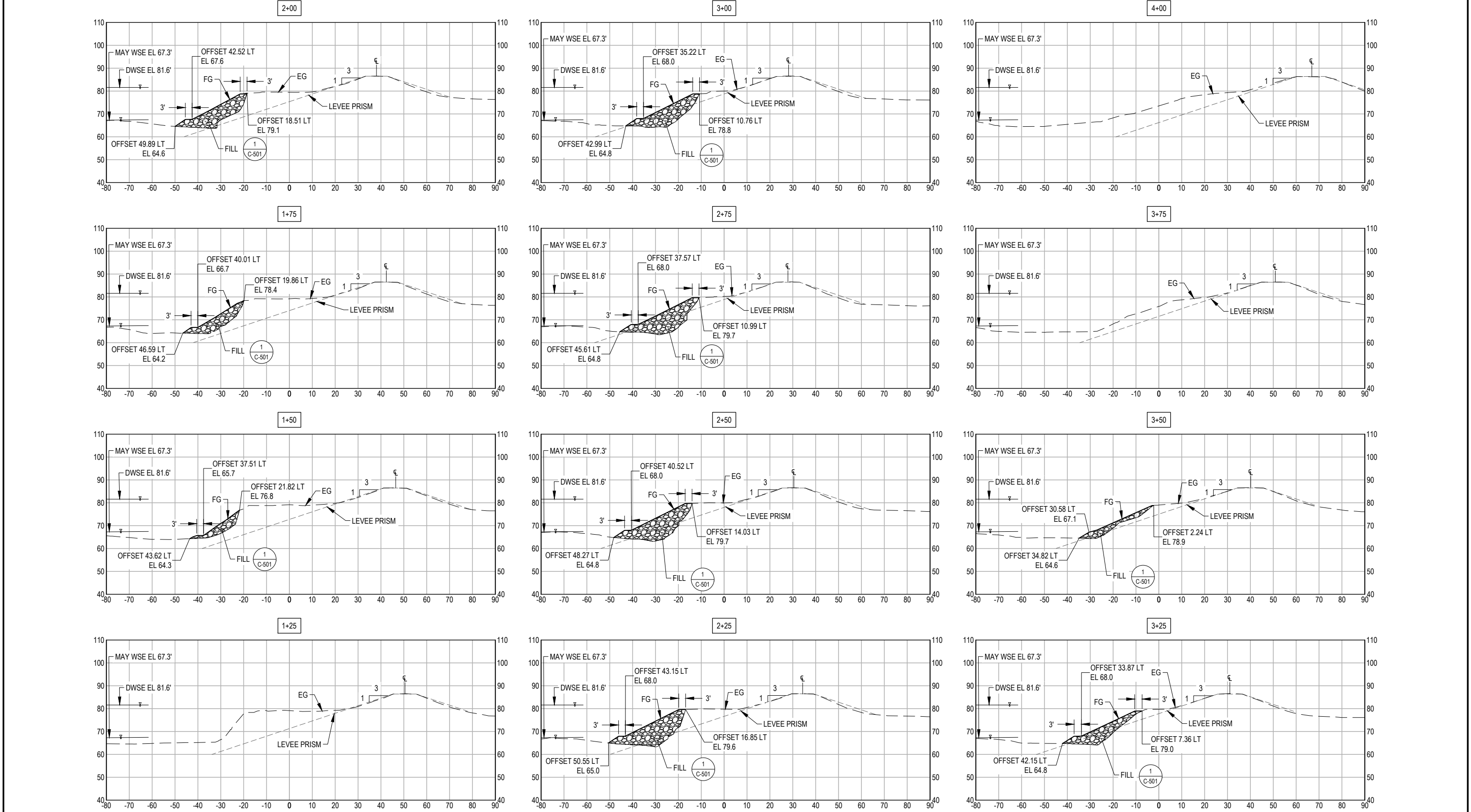
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LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

DWR_NA0010_06_LM0.05L
EROSION SITE 1 - PLAN

DATE
MAY 2026
SHEET IDENTIFICATION
CS101
SHEET 5 OF 12
KSN PROJECT FILE NO.
2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD_Sheets\Erosion\C-SITE-01.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm





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PROJECT ENGINEER
JOSEPH D. PRESCOTT
C92535
CIVIL
STATE OF CALIFORNIA
5/29/2026

NO.	DESCRIPTION	DATE	JDP	APPR.
1	ISSUED FOR BID	5/29/2026	JDP	

DESIGN BY	JDP
DRAWN BY	MSK
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE

HORZ: 1" = 20'
VERT: 1" = 20'

ORIGINAL DRAWING SCALE

0 1/2" 1"





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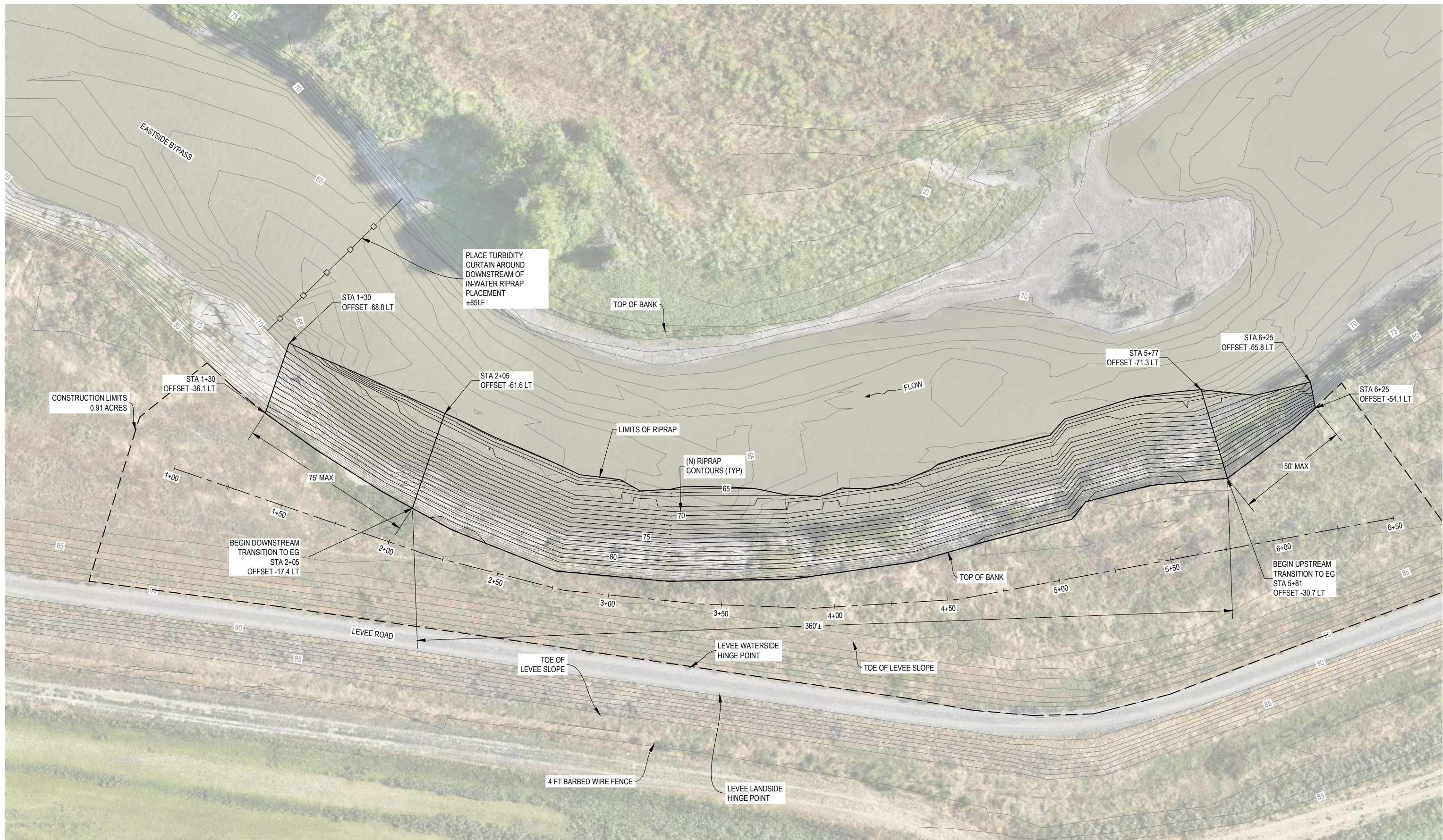
LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

DWR_NA0010_06_LM0.05L
EROSION SITE 1 - CROSS SECTIONS

DATE
MAY 2026

SHEET IDENTIFICATION
C-301
SHEET 6 OF 12
KSN PROJECT FILE NO.
2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD_Sheets\Erosion\C-SITE-02.dwg
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NORTH ORIENTATION



PROJECT ENGINEER
JOSEPH D. PRECOTT
C92535
CIVIL
STATE OF CALIFORNIA
5/29/2026

NO.	DESCRIPTION	DATE	APPR.
1	ISSUED FOR BID	5/29/2026	JDP

DESIGN BY JDP
DRAWN BY MSK
CHECK BY JDP
HORIZONTAL DATUM CCS83, ZONE 3
VERTICAL DATUM NAVD88

DRAWING SCALE
1" = 20'
ORIGINAL DRAWING SCALE
0 1/2" 1"



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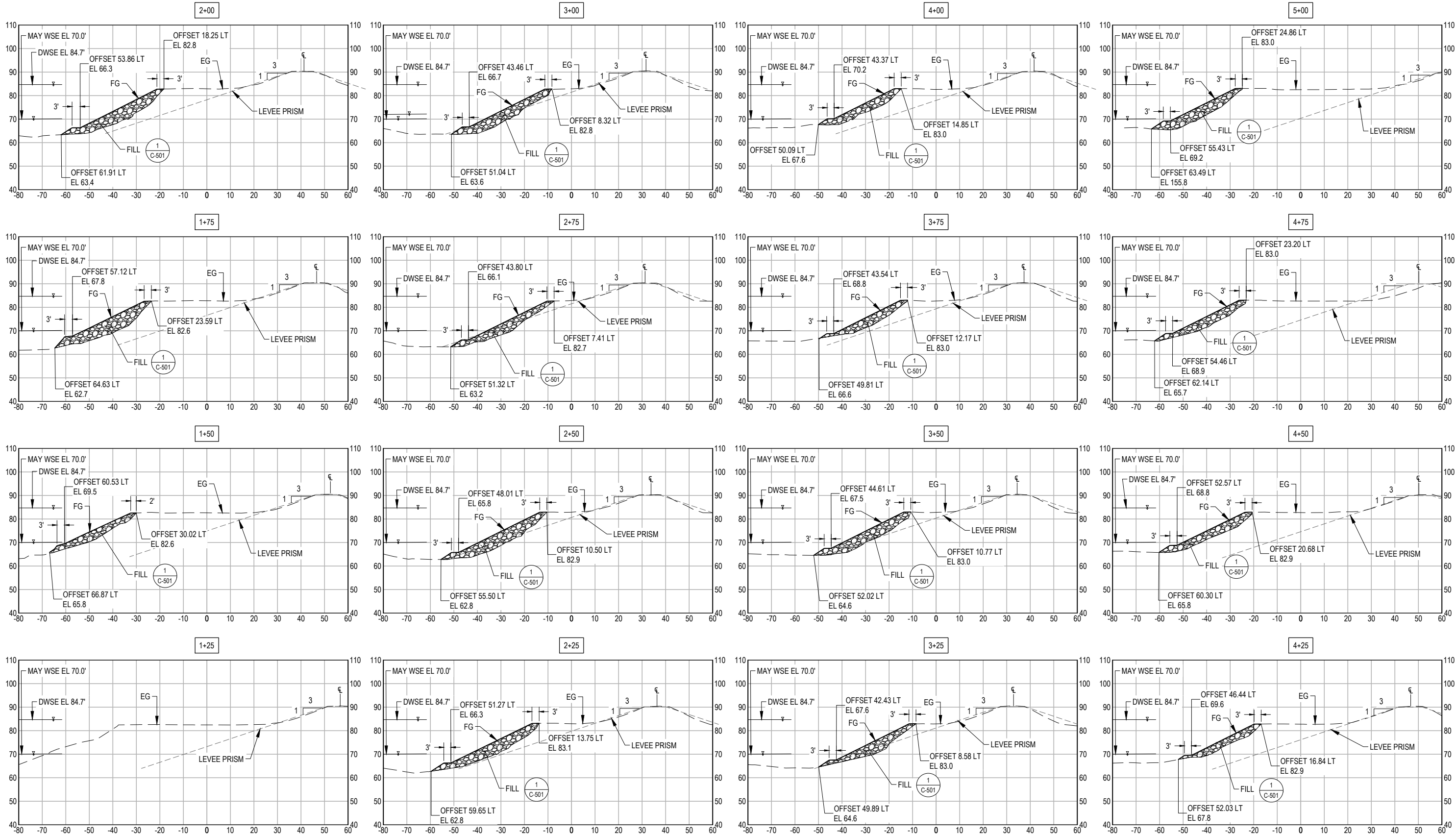
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LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

DWR_NA0010_06_LM2.56L
EROSION SITE 2 - PLAN

DATE
MAY 2026
SHEET IDENTIFICATION
CS102
SHEET 7 OF 12
KSN PROJECT FILE NO.
2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD_Sheets\Erosion\C-SITE-02.dwg
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100	5/29/2026



NO.	DESCRIPTION	DATE	APPR.
1	ISSUED FOR BID	5/29/2026	JDP

DESIGN BY	JDP
DRAWN BY	MSK
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE	HORZ: 1" = 20' VERT: 1" = 20'
ORIGINAL DRAWING SCALE	0 1/2" 1"

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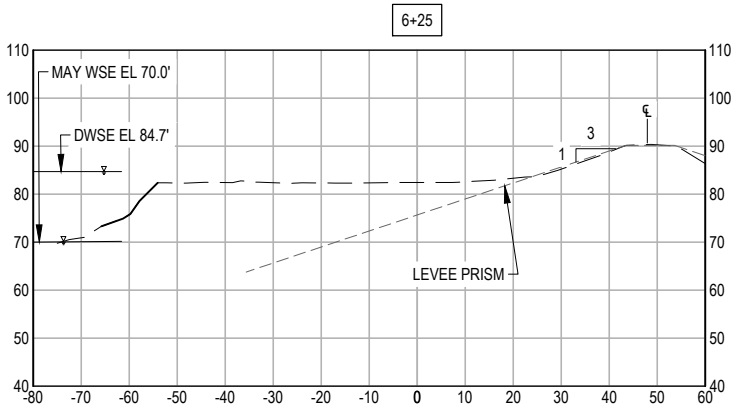
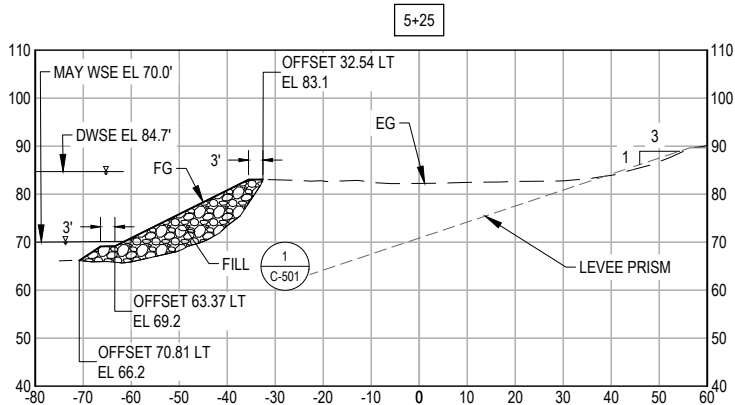
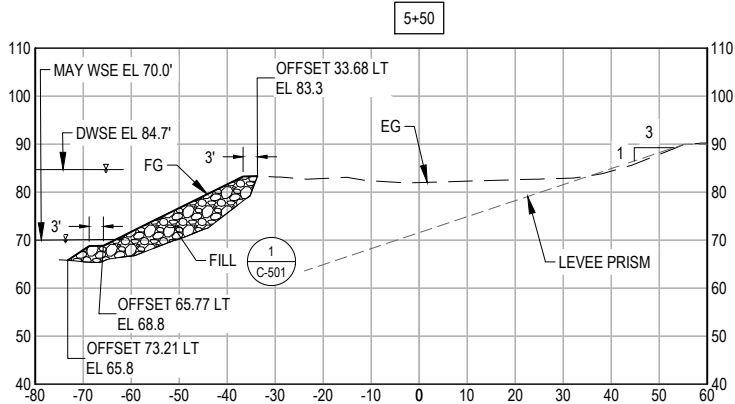
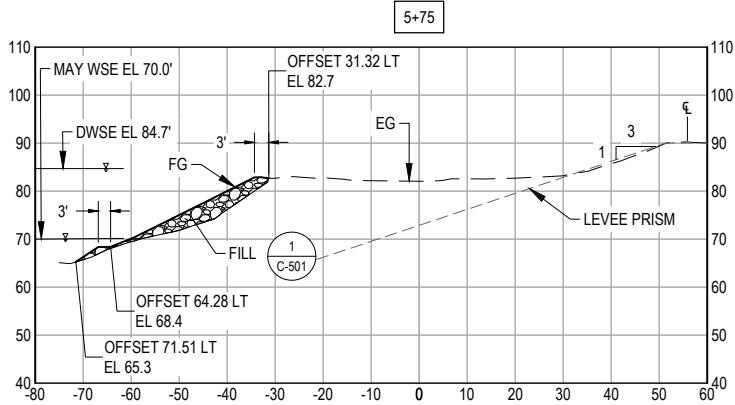
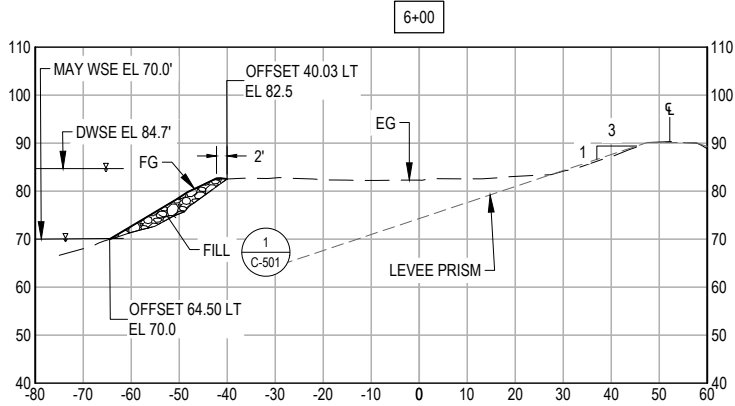
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CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

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EROSION SITE 2 - CROSS SECTIONS

DATE
MAY 2026

SHEET IDENTIFICATION
C-302
SHEET 8 OF 12
KSN PROJECT FILE NO.
2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD\Sheets\Erosion\C-SITE-02.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm



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1	ISSUED FOR BID	5/29/2026	JDP

DESIGN BY	JDP
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CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE
HORZ: 1" = 20'
VERT: 1" = 20'
ORIGINAL DRAWING SCALE
0 1/2" 1"



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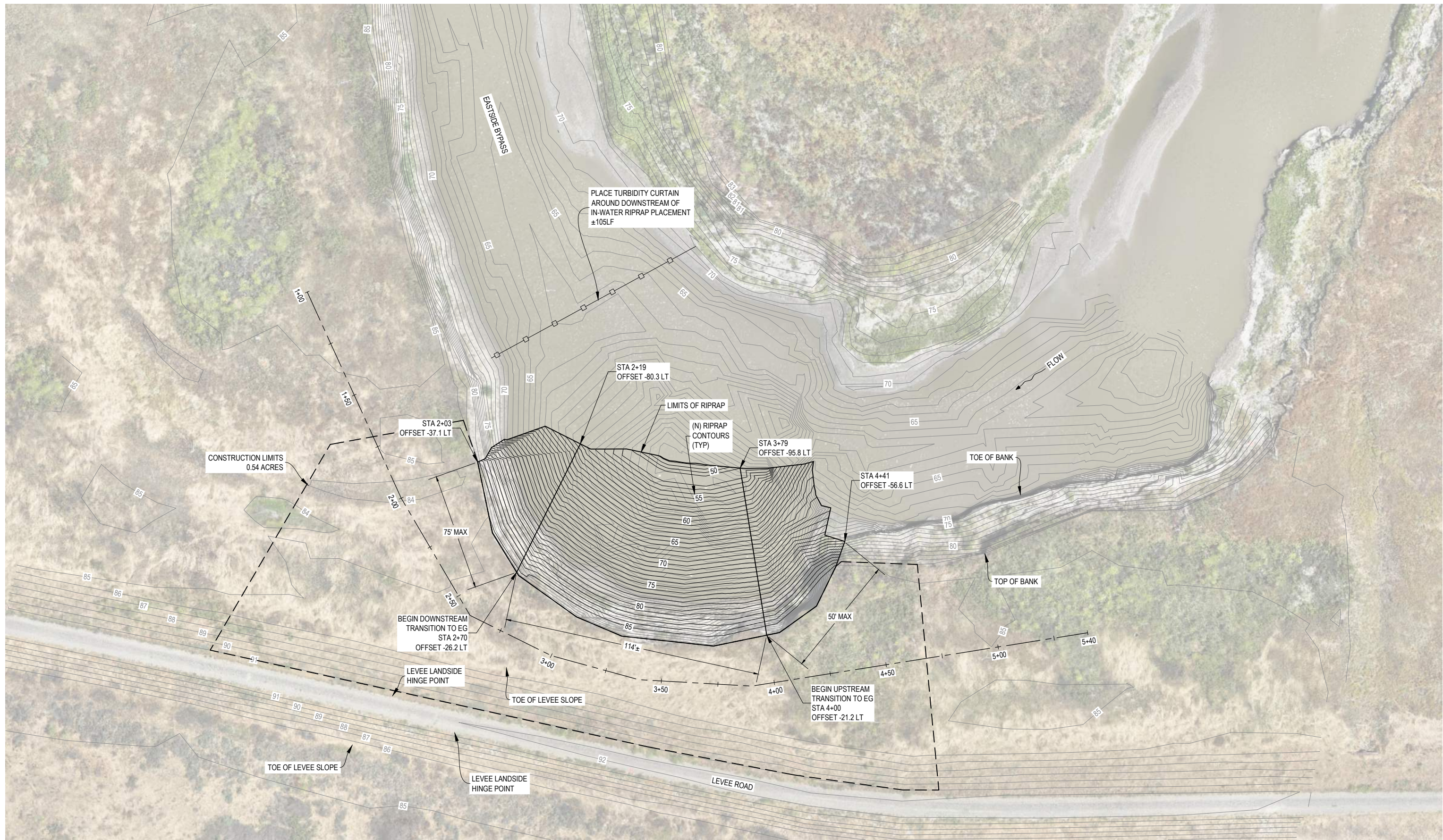
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CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

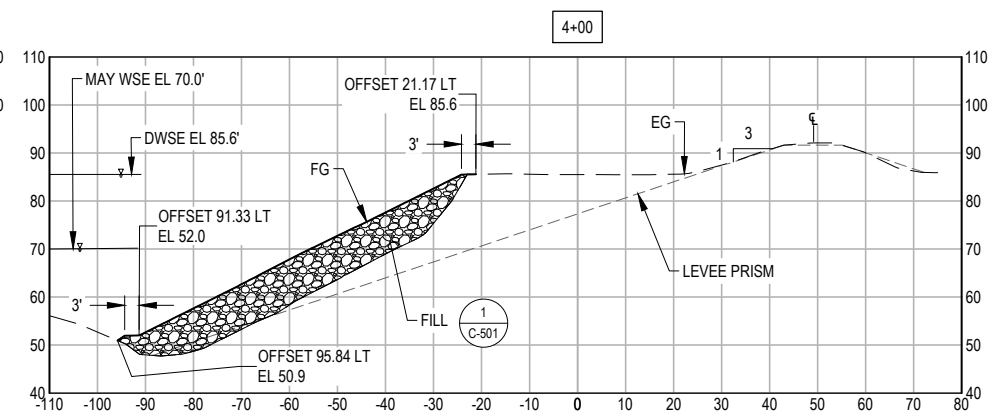
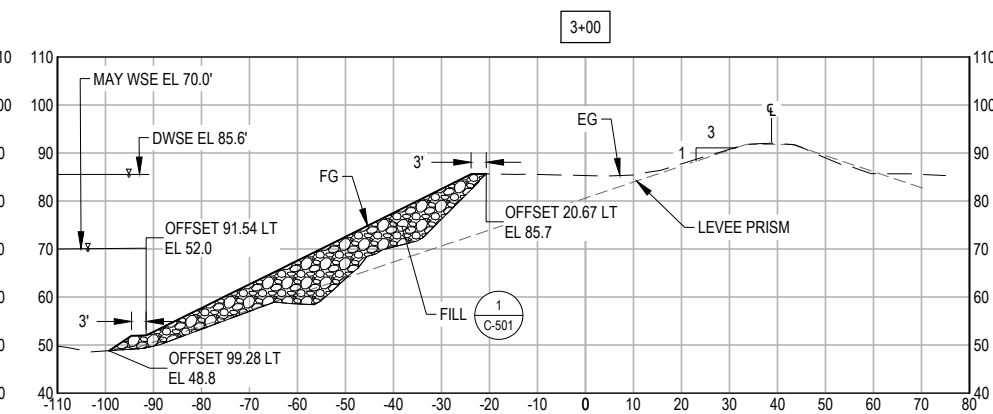
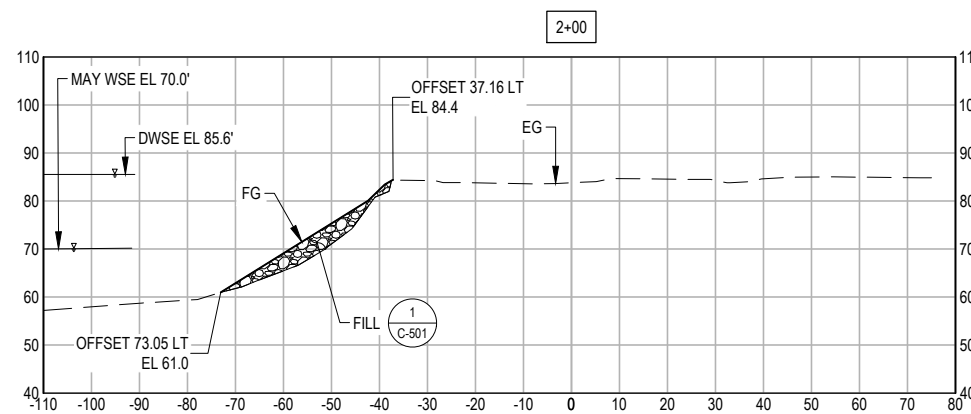
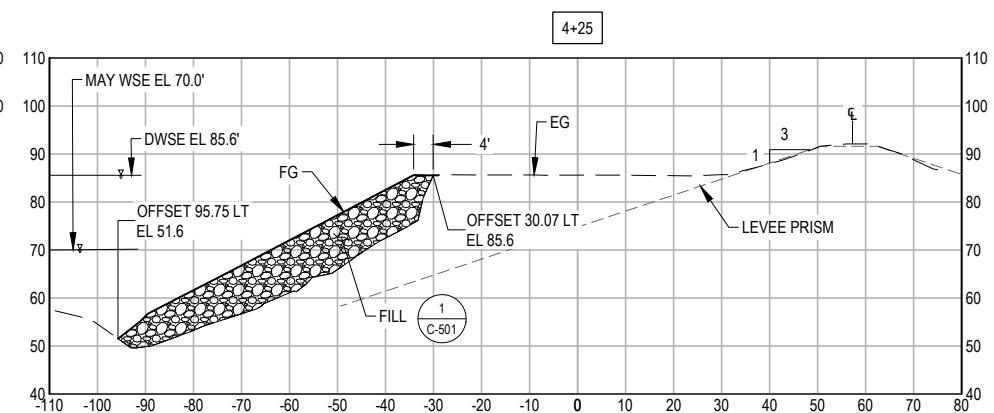
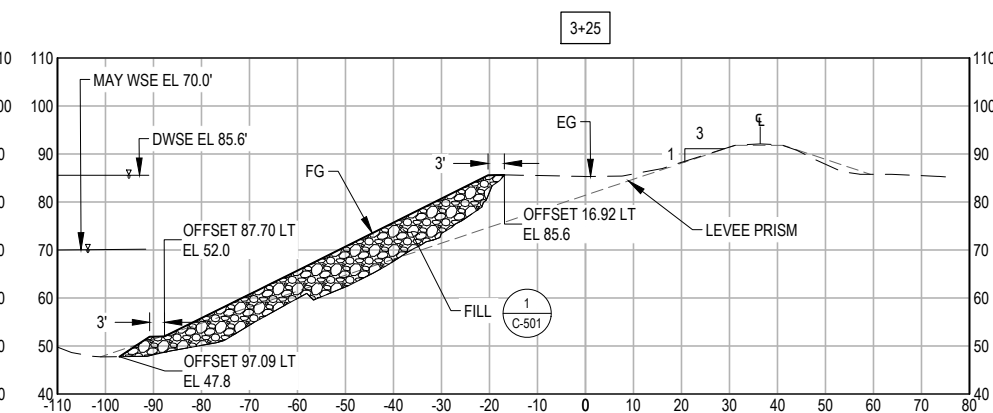
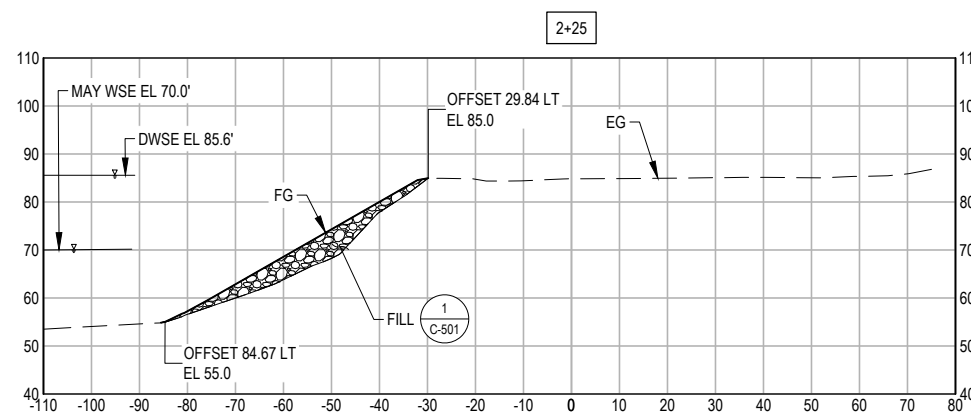
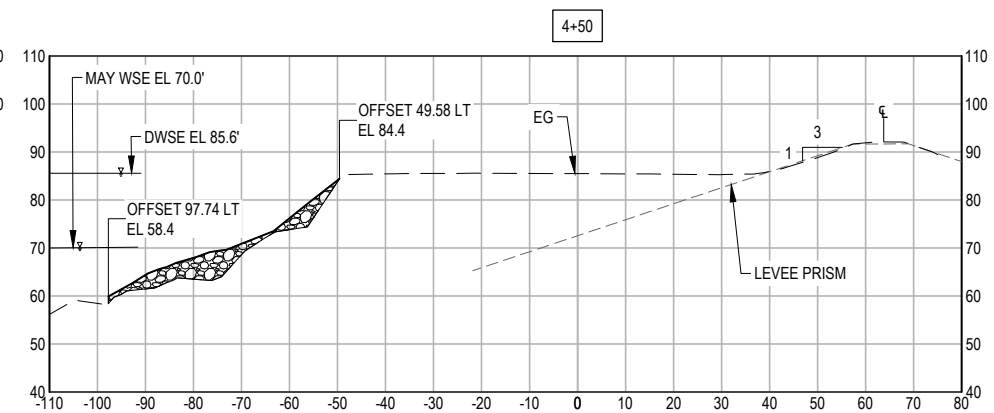
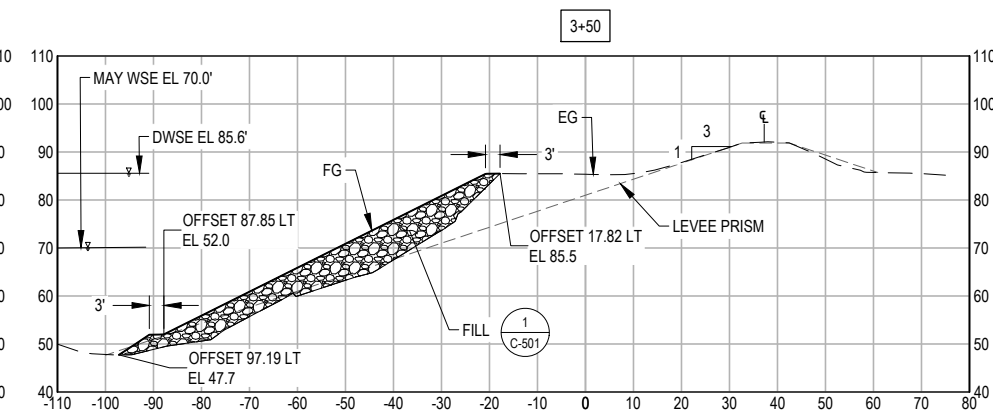
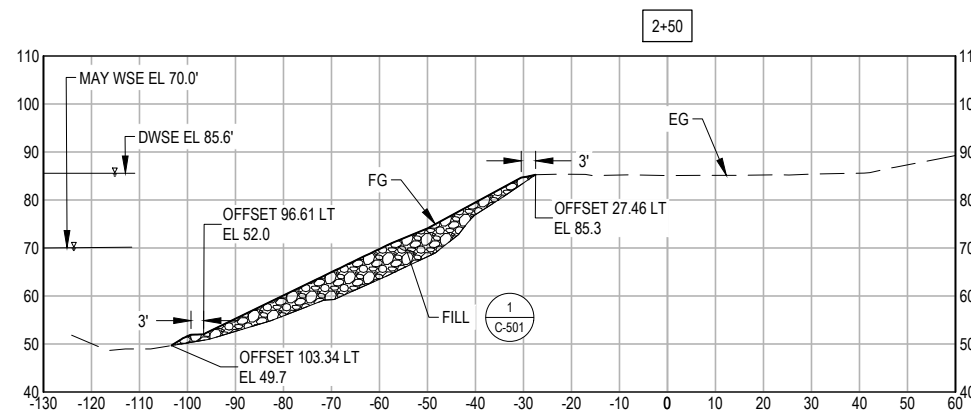
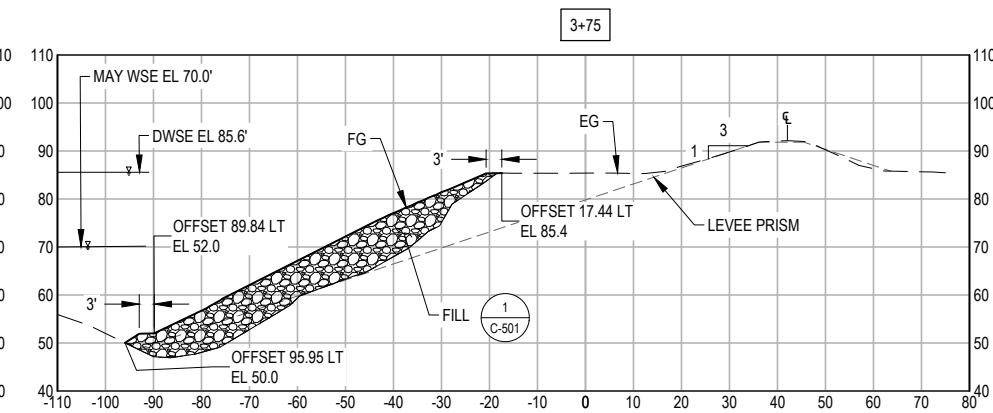
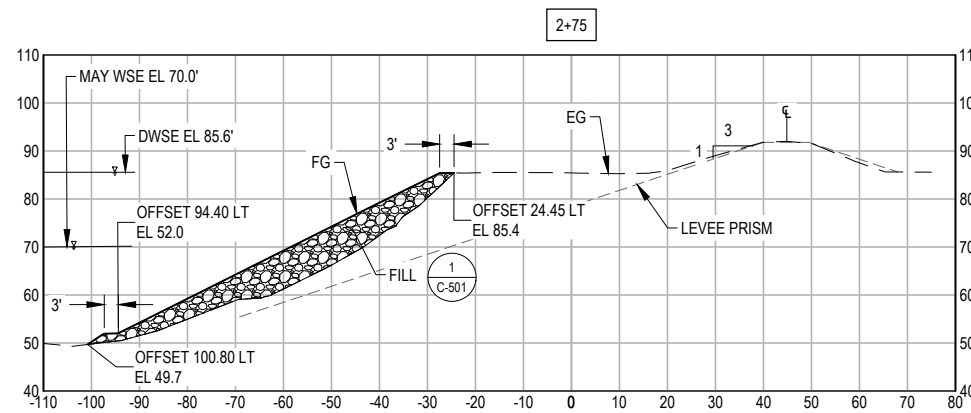
DWR_NA0010_06_LM2.56L
EROSION SITE 2 - CROSS SECTIONS

DATE	MAY 2026
SHEET IDENTIFICATION	C-303
SHEET 9 OF 12	
KSN PROJECT FILE NO.	2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD\Sheets\Erosion\C-SITE-03.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm



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	% 100	Date 5/29/2026			1	ISSUED FOR BID	5/29/2026	JDP	APPR.					DWR_NA0010_06_LM3.57L EROSION SITE 3 - PLAN	



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CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE
HORZ: 1" = 20'
VERT: 1" = 20'

ORIGINAL DRAWING SCALE
0 1/2" 1"




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209-946-0268

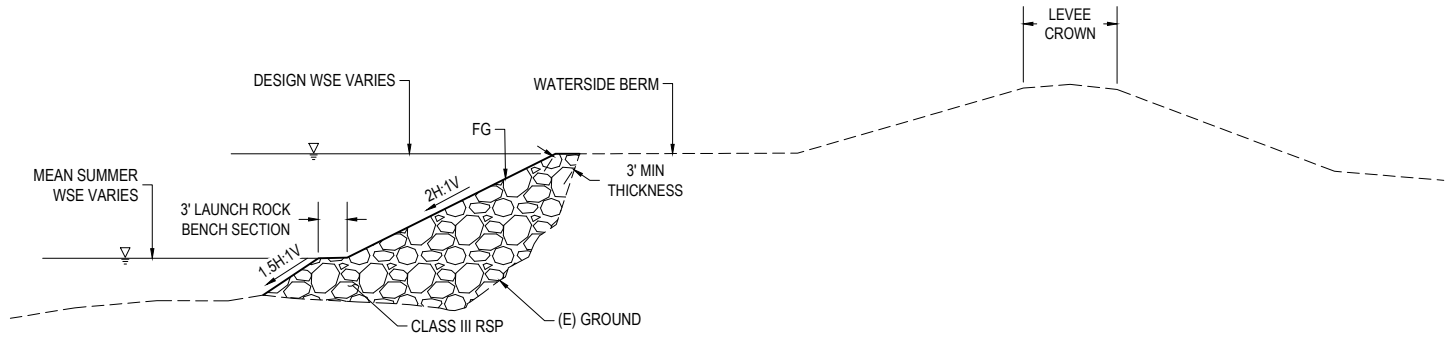
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LOWER SAN JOAQUIN LEVEE DISTRICT
CRITICAL EROSION REPAIR PROJECT
NA0010, UNIT 6

DWR_NA0010_06_LM3.57L
EROSION SITE 3 - CROSS SECTIONS

DATE	MAY 2026
SHEET IDENTIFICATION	C-304
SHEET 11	OF 12
KSN PROJECT FILE NO.	2495-0020

FILE SPEC: P:\2495_Lower San Joaquin Levee District\0020_FSRP_2024\08_Civil\400_Plans\020_CAD\Sheets\Erosion\C-501.dwg
PLOT DATE: Jun 05, 2026 - 1:51pm



1 TYPICAL ROCK SLOPE PROTECTION REPAIR DETAIL
N.T.S.

- NOTES:
1. CONTRACTOR SHALL VERIFY EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION.
 2. PRE-CONSTRUCTION SURVEY OF EXISTING GROUND AND CHANNEL CONDITIONS SHALL BE COMPLETED PRIOR TO COMMENCEMENT OF RIPRAP PLACEMENT.
 3. DIMENSIONS SHOWN ARE TYPICAL. SEE PLAN VIEWS AND CROSS SECTIONS FOR LIMITS OF WORK AND RIPRAP LIMITS.
 4. RIPRAP THICKNESS SHALL BE 3 FEET MINIMUM MEASURED PERPENDICULAR TO THE SLOPE.
 5. LAUNCHABLE TOE SHALL BE CONSTRUCTED TO THE DIMENSIONS SHOWN. PLACE TOE ROCK PRIOR TO SLOPE RIPRAP PLACEMENT.
 6. PLACE RIPRAP AND LAUNCHABLE TOE ROCK IN A CONTROLLED MANNER TO ACHIEVE THE LINES, GRADES, THICKNESSES, AND CONFIGURATION SHOWN. UNCONTROLLED END DUMPING OF ROCK WILL NOT BE PERMITTED.
 7. PROVIDE TURBIDITY CURTAINS DURING IN-WATER WORK.
 8. POST-CONSTRUCTION SURVEY SHALL BE COMPLETED UPON FINISHING RIPRAP PLACEMENT TO VERIFY COMPLIANCE WITH THE LINES, GRADES, THICKNESSES, AND TOE CONFIGURATION SHOWN.

 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date
	100	5/29/2026

				DESIGN BY JDP	DRAWING SCALE AS SHOWN ORIGINAL DRAWING SCALE 0 1/2" 1" 
				DRAWN BY MSK	
				CHECK BY JDP	
				HORIZONTAL DATUM CCS83, ZONE 3	KJELDEN SINNOCK NEUDECK inc. CIVIL ENGINEERS & LAND SURVEYORS www.ksninc.com 711 N. Pershing Avenue Stockton, CA 95203 209-946-0268 1550 Harbor Blvd., Suite 212 West Sacramento, CA 95691 916-403-5900
				VERTICAL DATUM NAVD88	
1	ISSUED FOR BID	5/29/2026	JDP		
NO.	DESCRIPTION	DATE	APPR.		

LOWER SAN JOAQUIN LEVEE DISTRICT CRITICAL EROSION REPAIR PROJECT NA0010, UNIT 6		DATE MAY 2026
DETAILS		SHEET IDENTIFICATION C-501 SHEET 12 OF 12 KSN PROJECT FILE NO. 2495-0020