

RECLAMATION DISTRICT NO. 828
 JANUARY 2018 FINANCIAL REPORT
 58% FISCAL YEAR 2017-2018

		BUDGET FY 2017-2018	Expended PTD	Expended YTD	% YTD
<u>EXPENSES</u>					
GENERAL FUND					
Administrative					
G1	Annual Audit	\$3,200.00	\$3,100.00	\$3,100.00	97%
G2	Public Communication and Noticing	200.00	\$234.35	\$2,959.98	1480%
G3	Election Expense	15,000.00	\$50.00	\$129.80	0%
G4	Trustee Fees	600.00	\$150.00	\$400.00	67%
G5	County Assessment Administration	650.00	\$0.00	\$0.00	0%
SUBTOTAL		\$19,650.00	\$3,534.35	\$6,589.78	34%
Consultants					
G14	Engineering				
G14A	General Engineering	\$7,500.00	\$720.00	\$3,314.95	44%
G14B	Flood Contingency Map	\$0.00	\$0.00	\$1,916.75	0%
G14C	Levee Subventions	\$0.00	\$3,321.46	\$7,262.96	0%
G14D	Levee Maintenance (Engineering)	\$17,500.00	\$5,721.54	\$9,485.52	54.2%
G15	General Legal	25,000.00	\$2,505.14	\$12,800.17	51%
SUBTOTAL		\$50,000.00	\$12,268.14	\$34,780.35	70%
Other					
G18	Insurance	\$4,300.00	\$0.00	\$2,582.00	60%
G19	Reserve Contingency	0.00	\$0.00	\$0.00	0%
SUBTOTAL		\$4,300.00	\$0.00	\$2,582.00	60%
TOTAL GENERAL FUND		\$73,950.00	\$15,802.49	\$43,952.13	59%
RECURRING EXPENSES					
R1	Levee				
R1A	General Maintenance	\$10,000.00	\$0.00	\$0.00	0%
R1B	Riprap and Levee Repair	25,000.00	-	\$13,598.75	54%
R1C	Weed Control	40,000.00	\$2,500.00	\$2,500.00	6%
R1D	Animal Damage Control	0.00	\$0.00	\$0.00	0%
SUBTOTAL		\$75,000.00	\$2,500.00	\$16,098.75	21%
TOTAL RECURRING EXPENSES		\$75,000.00	\$2,500.00	\$16,098.75	21%
TOTAL EXPENSES		\$148,950.00	\$18,302.49	\$60,050.88	40%

		BUDGET FY 2017-2018	Income PTD	Income YTD	% YTD
<u>INCOME</u>					
Assessment - Existing					
		\$50,288.00	\$28,168.61	\$66,246.21	132%
Interest					
		3,000.00	\$1,442.00	\$2,712.00	90%
Property Tax					
		\$0.00	\$0.00	\$0.00	0%
Subvention Reimbursement					
		\$35,000.00	\$0.00	\$0.00	0%
TOTAL, GROSS INCOME		\$88,288.00	\$29,610.61	\$68,958.21	78%

Fund Balance	
Expenditures from 2016-17 fiscal paid in current 2017-18 fiscal	\$ 19,386.79
Fund Balance as of July 1, 2017	\$ 484,410.41
Revenues (YTD), as of December 31, 2017	\$ 68,958.21
Expenses (YTD), as of December 31, 2017	\$ 60,050.88
Total Cash as of December 2017	\$ 473,930.95

**RECLAMATION DISTRICT 828
BILLS TO BE PAID
January 2018**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Business Printing Service (Warrants)	10/31/2017	18552	\$234.35			
				\$234.35	X	1285
Custom Spraying, Inc.	11/3/2017	11-1680	\$2,500.00			
				\$2,500.00		
Kjeldsen, Sinnock, & Neudeck, Inc.	11/13/2017	21830	\$720.00			
	11/13/2017	21831	\$1,300.46			
	11/13/2017	21832	\$160.00			
	11/13/2017	21833	\$675.00			
	11/13/2017	21834	\$192.50			
	12/18/2017	21989	\$1,369.00			
	12/18/2017	21990	\$132.00			
	12/18/2017	21991	\$3,895.04			
	12/18/2017	21992	\$310.00			
	1/12/2018	22137	\$652.00			
	1/12/2018	22138	\$357.00			
				\$9,763.00		
Neumiller & Beardslee	11/21/2017	288571	\$2,110.46			
	10/21/2017	289562	\$394.68			
				\$2,505.14		
SJ County Registrar (Election Expenses)	10/31/2017	cf-17025	\$50.00		X	1284
				\$50.00		
Schwartz Giannini Lantsberger & Adamson	10/31/2017	49766	\$3,100.00			
				\$3,100.00		
Trustee Stipend - January 2018 Meeting	Bill Mendelson		\$50.00	\$50.00		
Trustee Stipend - January 2018 Meeting	Deby Provost		\$50.00	\$50.00		
Trustee Stipend - January 2018 Meeting	Paul Marsh		\$50.00	\$50.00		

TOTAL: **\$18,302.49**

NOTES:

Anticipated Fund Balance as of 12-31-2017:	\$491,447.55
Less Submitted Bills for Payment:	<u>\$18,302.49</u>
Total:	\$473,145.06

RECLAMATION DISTRICT 828

BILLS TO BE PAID

October 2017

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #
Kjeldsen, Sinnock, & Neudeck, Inc.	9/19/2017	21516	\$240.00		
	9/19/2017	21517	\$1,409.00		
	9/19/2017	21518	\$537.00		
	9/19/2017	21519	\$105.00		
	9/19/2017	21520	\$812.20		
	9/19/2017	21521	\$360.00		
	9/19/2017	21522	\$1,052.50		
	9/19/2017	21523	\$45.00		
	10/18/2017	21674	\$1,304.00		
	10/18/2017	21675	\$217.50		
	10/18/2017	21676	\$270.28		
	10/18/2017	21677	\$77.50		
	10/18/2017	21678	\$891.50		
				\$7,321.48	1275
Neumiller & Beardslee	9/18/2017	287314	\$2,628.25		
	10/17/2017	287984	\$2,648.14		
				\$5,276.39	1276
Mayaco Marketing & Internet	10/16/2017	14047	\$2,500.00		
				\$2,500.00	1277
Dino & Son Ditching	10/4/2017	1014	\$10,000.00		
				\$10,000.00	1278
Judith Buethe Communications	10/2/2017	6171	\$125.88		
				\$125.88	1279
The Record (Notice of No Election Publication)	9/25/2017	1104152	\$79.80		
				\$79.80	#1274 Ratification
Reclamation District 1608 (Re Storage Unit)		186-17/18	\$200.00		
				\$200.00	1280
Trustee Stipend - October 19, 2017 Meeting	Bill Mendelson		\$50.00	\$50.00	1281
Trustee Stipend - October 19, 2017 Meeting	Deby Provost		\$50.00	\$50.00	1282
Trustee Stipend - October 19, 2017 Meeting	Paul Marsh		\$50.00	\$50.00	1283

TOTAL: **\$25,653.55**

NOTES:

Anticipated Fund Balance as of 9-30-2017:	\$488,276.38
Less Submitted Bills for Payment:	\$25,653.55
Total:	\$462,622.83

RECLAMATION DISTRICT NO. 828
WEBER TRACT
BOARD OF TRUSTEES MEETING
THURSDAY, JANUARY 18, 2018
8:30 AM
ENGINEER'S REPORT

I. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM

- a. Review procedure for record search with the Native American (NA) Heritage Commission/California Historical Resource Information Systems (CHRIS).
 - i. The California Historical Resources Information System (CHRIS) consists of the California Office of Historic Preservation (OHP), nine Information Centers (ICs), and the State Historical Resources Commission (SHRC). The OHP administers and coordinates the CHRIS and presents proposed CHRIS policies to the SHRC, which approves these policies in public meetings. The CHRIS Inventory includes the State Historic Resources Inventory maintained by the OHP as defined in California Public Resources Code § 5020.1(p), and the larger number of resource records and research reports managed under contract by the nine ICs.
- b. Review Important Procedures for Claim Eligibility for the Delta Levee Subvention Program

EXHIBIT A: Procedures handout UNDER SEPARATE COVER

- c. Review O&M waterside levee Inspection outcome.
 - i. *Based on the recent boat tour of Weber Tract and the review of photos, there are no areas that KSN Inc. would classify as critical repair areas. There is some undercutting along a few areas of Smith Canal and the need for repairs of the water side slope under Interstate 5. Most of the other non-critical issues involve the need for supplemental riprap and slope reconstruction. There is a presence of broken concrete and hot mix asphalt that were used for slope revetment. In addition, veg control on many of the properties are warranted.*

EXHIBIT B: Fall 2017 Levee Inspection Summary Dated January 15, 2018

- d. Review status of the Arundo and pampas grass removal along the District's levee.

EXHIBIT C: KSN Inc. Inspection Photo Summary

II. PG&E GAS MAIN IMPROVEMENTS PERMIT REQUEST

- a. Review status of PG&E's proposed gas main repairs and discuss the need to seek reimbursement of costs from PG&E for engineering review and inspection in accordance with our Permit Agreement.
 - i. *Based on the length of time since KSN Inc. had heard from the contractor for the gas line improvements at Weber Tract, KSN Inc. contacted David Valdovinos of Vulcan Construction and Maintenance, Inc. to find out the current status. The way it was left early in December is that the contractor was supposed to call KSN Inc. to let us know the schedule for gas line improvements on the levee at Weber Tract. KSN Inc. was able to contact Mr. Valdovinos and was told that the gas line improvements on the levee at Weber Tract has been completed. This included the insertion of the new gas main line into the pre-existing gas line and inserting the new gas service lines into the pre-existing gas lines to the houses. The 'bell holes' where the main line connects to service lines to the houses was reported to have been backfilled with flowable cement grout. They have placed steel trench plates over the 'bell holes' and waiting for the cement grout to setup sufficiently before they place the structural pavement section on the roadway.*
 - ii. *Bottom line, the contractor neglected or forgot to call to let KSN Inc. know that the construction work for the gas line on the levee was underway and completed.*

III. CALTRANS LEVEE EROSION REPAIR BENEATH INTERSTATE 5 BRIDGE

- a. Review Caltrans efforts and discuss erosion repairs beneath I-5 Bridge across the District's levee.

IV. CITY OF STOCKTON'S BUENA VISTA STORM WATER PUMP STATION

- a. Review the status of removal of a pipe that is capped off and enters the levee at an angle. When KSN Inc. received the pump station as-builts from Jeffrey Telmo it was determined that this angled pipe is connected below grade to a 30" concrete pipe that is installed very low in and through the levee, below low tide elevation in Smith Canal (one cannot see this pipe from the waterside slope). All indications point to this pipe being open ended in the canal and live / direct conduit through the levee where it terminates at this angled pipe cap and concrete plug at the pump station. KSN Inc recommends that this 30" conduit through the levee be removed given that it most likely does not have any maintenance records or condition assessments since it was abandoned in place in 1997. KSN Inc. will

need to meet with the City of Stockton Storm Water Division and plan out resolving the issues with the storm water pipeline encroachments and the levee damage associated with their discharge pipes

V. SJAFCA SMITH CANAL GATE STRUCTURE PROJECT

- a. Update on Smith Canal gate closure project.

A

Exhibit A
Under Separate Cover

B

B

FILE MEMORANDUM

January 15, 2018

To: Chris Neudeck
Subject: Fall 2017 Levee Inspection Summary
Project: Smith Canal Levee Inspection, Reclamation District No. 828
From: Erik Almaas

This memorandum serves to summarize the annual fall 2017 boat levee inspection of the Smith Canal levee in accordance with the District's O&M manual. This inspection occurred on November 14, 2017, and was performed by KSN Inc.'s construction inspectors Rick Toy and Aaron Lickingteller. The inspection was carried out on a parcel-by-parcel (lot by lot) basis. Using a smartphone/tablets, Google Earth, and a .kmz files, the inspectors were able to accurately locate their position. Each individual parcel was assessed primarily based on trees, vegetation, and rock slope protection. The presence of other features, such as bulkheads, pipes, decks, and docks, was noted as well.

Over 80 percent of the parcels were identified as having moderate to heavy tree and vegetation coverage. Over 80 percent of the parcels were identified as having sparse to no rock slope protection. None of the parcels require critical repairs that need to be addressed immediately.

It is recommended that up to five of these parcels that are exhibiting heavy vegetation be repaired in the upcoming year. These five parcels currently has heavy vegetation and no rock slope protection. The recommended repairs consist of the following:

- clear and grub vegetation and selective trees
- reestablish waterside levee slope with levee seal material
- place quarry stone riprap to serve as rock slope protection.

The five parcels recommended to be repaired are listed in the following table:

Map Ref. No.	APN	Owner	Address	Est. Repair Cost
65	133-160-11	William & Shelby J Sullivan	1503 Wilshire Ave	\$25k
66	133-160-10	Warren E. Morgan	2309 W Harding Way	\$25k
67	133-160-09	Anthony Davis	2317 W Harding Way	\$25k
68	133-160-08	Stephen Sochacki	2325 W Harding Way	\$25k
69	133-160-07	Paul M & Julie G Pichardo	2333 W Harding Way	\$25k

c

c

01.15.2018 17:06





01.15.2018 17:07

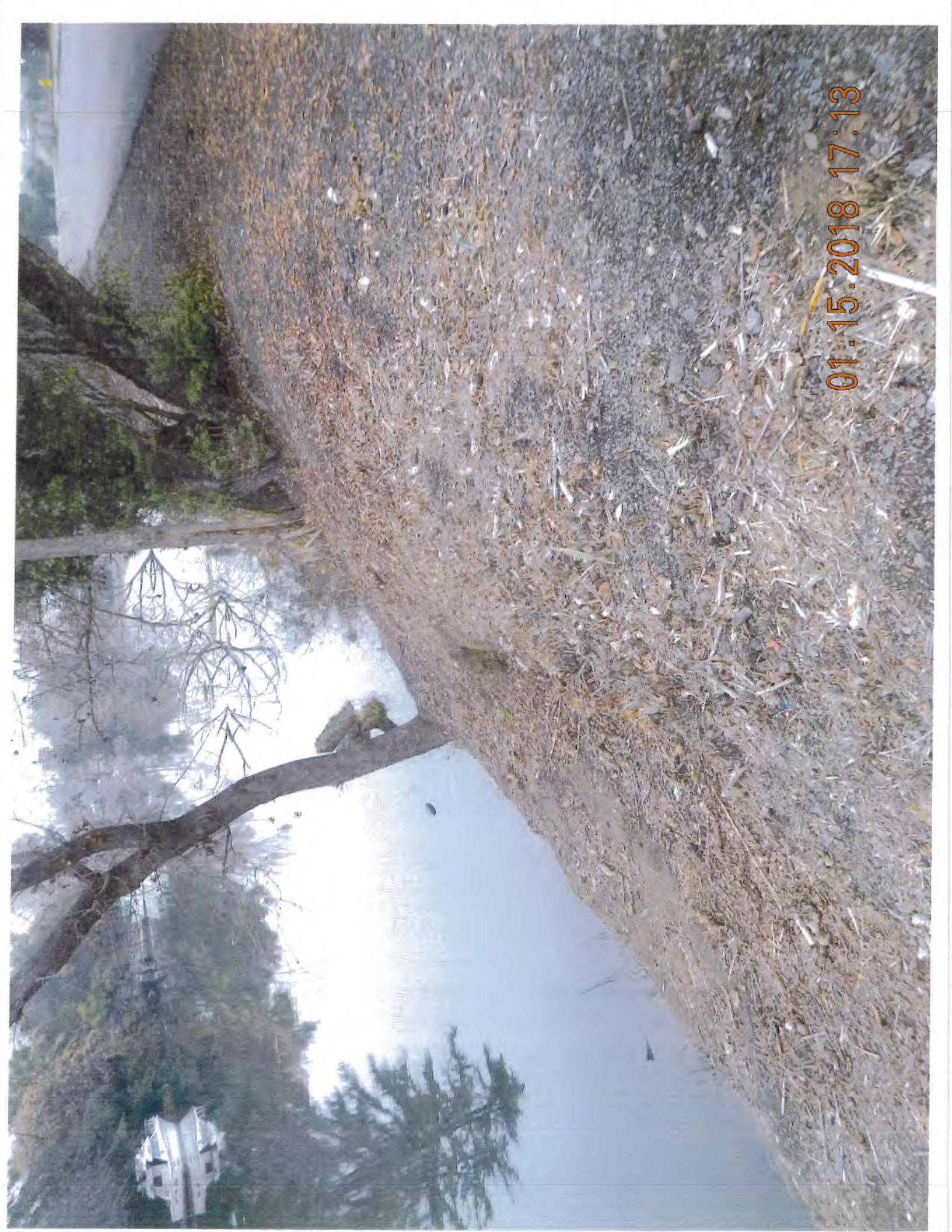


01.15.2018 17:08



01.15.2018 17:13

01:15:2018 17:13



Delta Levee Subventions Program Important Procedures for Claim Eligibility

1) Payroll, Prevailing Wage, Outside Contractors

- a) All work performed for the District, that is not performed with District payroll employees, is considered to be performed by outside contractors.
- b) Outside Contractors, including local farmer forces, performing work for more than \$1,000, must pay prevailing wages, and keep a certified payroll that may be subject to audit.
- c) All work performed by outside contractors, for more than \$1,000, should have a standard contract that specifies the contract provisions required by the State. A sample blank Contract is attached as **EXHIBIT A**.
- d) For Contractor work performed for maintenance more than \$15,000 and repairs more than of \$25,000 must be reported to the Calif. Department of Industrial Relations (DIR) within 5 days of signing the contract. The method of reporting this work is through the form PWC 100. IT IS IMPORTANT TO NOTE THAT THE CONTRACTOR MUST BE REGISTERED WITH THE DIR AND HAVE A VALID CONTRACTORS LICENSE. THE DISTRICT MUST ALSO BE REGISTERED WITH THE DIR. (please check with KSN to make sure you are registered with DIR, most Districts have been registered)

2) Levee Patrol, Inspections and Required Reports

- a) There is a clear difference between Levee Patrols and Levee Inspections pursuant to the Subventions Program Guidelines.
 - i) Levee Patrols are most commonly performed by the District, and are routine patrols of the levee to note any work that needs to be done as well as work being performed. Generally, this should occur daily.
 - ii) Levee Inspections are a much higher level of inspection that require inspection by an engineer that include detailed reports, photographs, detailed location and site data.
 - iii) Always use the title "Levee Patrol" for all District performed work
- b) ANY COSTS FOR LEVEE PATROL MUST BE ACCOMPANIED WITH LEVEE PATROL REPORTS. A sample form is attached as EXHIBIT B, and should be filled out for every patrol, and be consistent with the payroll reporting.

3) Environmental & Work Windows

- a) The District Routine Maintenance Agreement (RMA) with the Department of Fish and Wildlife (DFW, formerly Dept. of Fish and Game) is the foundation of the allowable work windows. (copy attached as **EXHIBIT C**)
- b) Additional windows have been implemented since the District's RMA was executed.
- c) Costs for work performed that is not within the allowable work window will be rejected for payment.
- d) Attached as **EXHIBIT D** is a current list of Work Windows and a Calendar Chart for reference.
- e) Prior to any maintenance activities that may impact environment, it is advised to contact DFW for guidance. Before and after photos are always advisable for all work.

4) Vegetation Control

- a) Spraying of vegetation will require the following information to be provided with the claim
 - i) Copies of Pest Control Advisor Recommendations and Use Reports
 - ii) Copies of Applicators License
 - iii) Spraying performed by non-District employees requires a signed contract (see section 1 b)
 - iv) Copies of invoices for materials

- (1) DWR in some cases checks the amount of material applied to the acreage and will balance against the quantity of material purchased, and indicated rates on the recommendation and use reports.

DRAFT

A

JOB NO. «Job Number»

«Project Title»
STATION «Stationing»
CONTRACT NUMBER «Contract Number»

«Contractor»
«Contractor Address Line 1»
«Contractor Address Line 2»

NOTICE TO PROCEED DATE: «Notice to Proceed Date»

PROJECT COMPLETION DATE: «Project Completion Date»

PREPARED FOR:

RECLAMATION DISTRICT «RD» «RD Name»
«RD Address Line 1»
«RD Address Line 2»
«RD County» CA

PREPARED BY:

«Insert name of preparer»
«Insert Title or Name of Firm»

«Insert address line 1»
«Insert address line 2»

TELEPHONE NUMBER: «Insert Telephone No»
FAX NUMBER: «Insert FAX No»

«Contract Date»

TABLE OF CONTENTS

CONTRACT FORMS

00500D Contract..... 00500D-1
Signature Block..... 00500D-8
Appendix A – Additional Labor Law and Other Requirements00500D-A-1
Appendix B – Drug-Free Workplace Policy.....00500D-B-1

GENERAL CONDITIONS OF THE CONTRACT

00700 General Conditions00700-1
Section 1 - General00700-1
Section 4 – Control Of Work.....00700-1
Section 5 - Control Of Materials.....00700-1
Section 6 - Legal Relations And Responsibilities To The Public00700-2
Section 7 - Prosecution And Progress00700-2
Section 8 - Measurement And Payment00700-2

Appendix C – Routine Maintenance Agreement..... Appendix C
Appendix D – Plans Appendix D

Job Number «Job Number»
Contract Number «Contract Number»
Reclamation District No. «RD»
«RD Name»

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

This agreement made and entered this «Contract Day» day of «contract month year» by and between Reclamation District No. «RD» – «RD Name» hereinafter DISTRICT and «Contractor», hereinafter CONTRACTOR.

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

«Insert Scope of Work» See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: «Contract Amount». The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

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

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

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

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

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

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but

not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

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

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

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

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

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

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

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

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

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

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable

value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

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

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

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

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

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

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

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

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein,

the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

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

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

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

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

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

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

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

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or

certified mail addressed to the parties at the addresses below or delivered by fax or email.

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

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

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

CONTRACTOR agrees to comply with the following:

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

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

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

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

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

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

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

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

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

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

CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

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

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

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

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

DISTRICT: Reclamation District No. «RD»
«RD Name»

By _____

«RD_Rep»
«RD_Rep_Title»
Reclamation District «RD» - «RD_Name»
«RD_Address_line_1»
«RD_Address_line_2»

«RD_Phone»

CONTRACTOR: «Contractor»

By _____

«Contractor_Project_Manager_Name»
«PM_Title»
«Contractor_Address_line_1»
«Contractor_Address_line_2»

Work: «Contractor_Work_Phone»
Cell: «Contractor_Cell_Phone»

APPENDIX A

Additional Labor Law and Other Requirements

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

1. Payment of prevailing wage rates.

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

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

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

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

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

2. Apprentices

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

3. Penalties, Forfeitures and Debarment

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

4. Certified Payroll Records

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

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

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

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

5. Nondiscrimination in Employment

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

A. Equal Employment Poster

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

6. Kickbacks Prohibited

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

7. Acceptance of Fees Prohibited

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

8. Listing of Subcontractors

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

9. Ineligible and Debarred Subcontractors

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

10. Proper Licensing

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

11. Unfair Competition Prohibited

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

12. Workers Compensation Insurance

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

13. OSHA

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

14. Undocumented Workers

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

15. Wage Statements

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

16. Americans with Disabilities Acts

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

17. Particular Labor Code Sections

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

§ 1771. Payment of general prevailing rate

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

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

§ 1775. Penalties for violations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall be made.

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

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

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

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

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

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

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

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

§ 1815. Overtime

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

Appendix B

Drug-Free Workplace Policy

APPENDIX B

RECLAMATION DISTRICT NO. ~~RD~~ (RD)

DRUG-FREE WORKPLACE POLICY

NOTIFICATION

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

Purpose and Goal

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

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

Covered Workers

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

Applicability

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

Prohibited Behavior

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

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

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

Notification of Convictions

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

Consequences

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

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

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

Assistance

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

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

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

Confidentiality

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

Shared Responsibility

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

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

In addition, employees are encouraged to:

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

It is the supervisor's responsibility to:

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

Communication

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

**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

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

SECTION 4 – CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

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

4.02 INSPECTION

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

SECTION 5 - CONTROL OF MATERIALS

5.01 STORAGE OF MATERIALS

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

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

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

6.02 PERMITS AND LICENSES

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

SECTION 7 - PROSECUTION AND PROGRESS

7.00 TIME OF COMPLETION - «Notice to Proceed Date» to «Project Completion Date»

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

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 PARTIAL PAYMENTS

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

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

8.02 FINAL PAYMENT

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

END OF SECTION 00700

Appendix C

Routine Maintenance Agreement

Appendix D

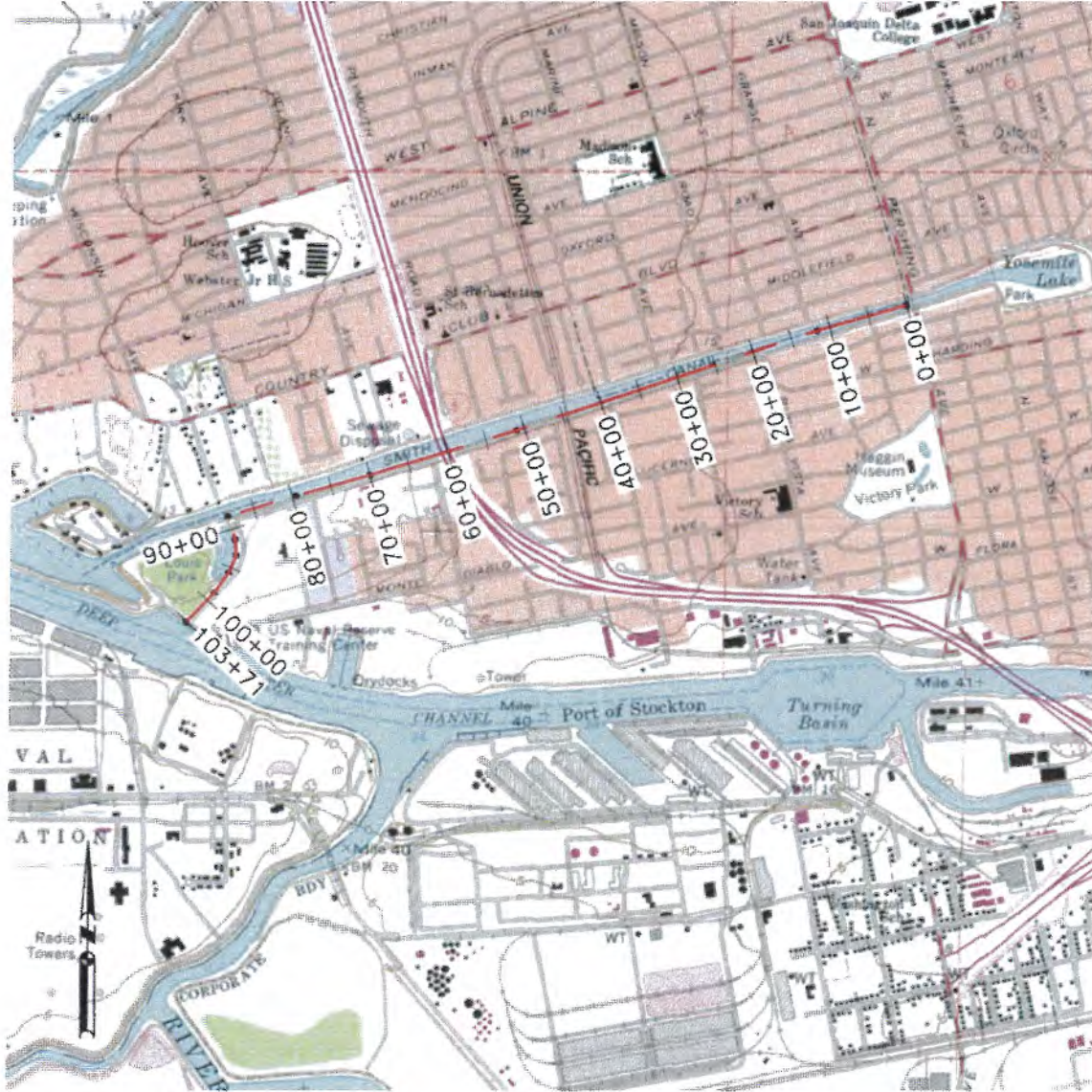
Plans

B

Reclamation District No. 828, Weber Tract

LEVEE PATROL REPORT

Delta Levees Subventions Program



INSPECTION ITEMS IDENTIFIED ON THIS INSPECTION

Draw line from task to project location on map, provide detail below.

Encroachment

Erosion

Pumps

Rodent Control

Roads

Seepage / Boils

Toe Drains

Vegetation

Other: _____

PROJECT SUPERVISION

Draw line from task to project location on map, provide detail below.

Encroachment

Removal

Erosion Repairs

Road Repairs

Debris Cleanup

Toe Drains

Vegetation Control

Other: _____

INSPECTION DATES: _____

OBSERVATIONS (attach photos if available):

ENTIRE LENGTH OF INSPECTION: Start Station: _____ End Station: _____

INSPECTOR NAME: _____ DATE: _____

e

5/29/96
RMA

AGREEMENT FOR
ANNUAL ROUTINE LEVEE MAINTENANCE

This Agreement, entered into between the State of California Department of Fish and Game, hereinafter called the Department and Reclamation District No. 828 (Weber Tract) hereinafter called the District is as follows:

WHEREAS, the Department is charged with the protection and enhancement of fish and wildlife resources of the State of California.

WHEREAS, the District is the governmental agency created for the purpose of maintenance, protection, or repair of its reclamation works which include without limitation levees, dredger cuts, borrow pits, canals, ditches, pumping plants, gates, fences, and other works.

WHEREAS, pursuant to Section 50652 of the Water Code, the Board of Trustees of the District is to exercise general supervision and complete control over the construction, maintenance, and operation of the District reclamation works.

WHEREAS, the Department contends pursuant to Section 1600 et seq. of the California Fish and Game Code, the District must first notify the Department of its intentions to divert or obstruct the natural flow of; or change the bed, channel, or bank; or use material from streambeds designated by the Department.

WHEREAS, the Department contends that Section 1600 et seq. of the Fish and Game Code applies to the levees, dredger cuts, and other waterways of the District from the waterward side of the levee from the crown to the water and all areas in the wetted channel.

WHEREAS, the District contends that section 1600 et seq. of the Fish and Game does not apply to the levees, dredger cuts, and other works of the District.

WHEREAS, both the Department and the district desire to have the subject activity move forward without any prejudice to their respective contentions as to the application of Fish and Game Code Section 1600 et seq.

THEREFORE, it is agreed as follows:

This agreement shall not constitute a waiver of the contentions of either party as to the application of Fish and Game Code Section 1600 et seq. and shall be without prejudice to such contentions.

Activities other than those outlined in this agreement or which do not meet the criteria for routine maintenance shall require a site specific Streambed Alteration Agreement pursuant to Section 1600 of the Fish and Game Code.

If Special Status species exist, the locations of these species shall be clearly marked to help equipment operators avoid adverse impacts to these species. Flagging or other suitable material shall be placed within 50 feet from such locations and shall be sufficient to delineate area boundaries and help equipment operators avoid adverse impacts to these species. Appendix A,

which is a list of Special Status species, is provided as information. These provisions shall also apply to the elderberry (*Sambucus* spp.), host plant for the valley elderberry longhorn beetle.

If adverse impacts to Special Status species are unavoidable due to levee maintenance requirements, prior to commencing work operations it will be necessary to consult with appropriate agencies and develop a plan to mitigate or avoid adverse impacts as required.

All projects which will occur within 50 feet of the locations of any State or Federally listed Rare, Candidate, Threatened, or Endangered (Special Status) species shall require fourteen (14) days prior written notification to Department of Fish and Game (Region II, Attention: Delta Levees Project) of the work to be performed in the flagged area. If the work requires further permitting under California Endangered Species Act, then such permit will be required prior to commencement of the work. Prior to 60 days after commencement of this agreement District shall file with the Department an initial Habitat Assessment or equivalent document meeting requirements set forth in Appendix B. For applicants who have not submitted such documents prior to July 1, 1992, work under this agreement shall not commence until the Department has received and approved the initial Habitat Assessment or equivalent document described above; provided however, if the Department does not notify the applicant of the shortcomings of such Habitat Assessment or equivalent document within twenty (20) days of receipt, then such assessment or equivalent document shall be deemed approved.

Routine annual maintenance is defined as "repetitious activities carried out on an annual basis as part of an ongoing levee maintenance program".

It is agreed that the District may conduct the routine maintenance activities which are specified in and under the terms and conditions in this agreement as follows:

1. Removal of vegetation and debris, including sediment and rocks, to ensure proper functioning of existing water and flood control devices including, but not limited to, culverts, bridges, and streamflow measuring stations.
2. Cleaning, repairing, raising, modifying, and replacing flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.
3. Removal of flood deposited woody or herbaceous vegetation, and associated debris, which significantly reduce channel capacity.
4. Repair or replacement of existing bank protection materials with clean quarry rock, broken concrete free of exposed rebar, gabions, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and other similar materials. Asphalt shall not be considered an acceptable material. Such repair work shall minimize excavation and placement of earth fill.
5. Removal of soil, debris, rubbish and other material from channels whose sides and bottom are lined with concrete.
6. All cleared material shall be disposed of above the high water level and outside the riparian zone on the land side of the levee.

7. Minor sandblasting and painting may be performed as necessary, provided paint, rebound, and related materials do not enter waters of the State. Chipped paint and rebound materials shall be contained, removed, and disposed of at an appropriate disposal site.
8. Extermination of burrowing rodents and filling their burrows with compacted material. Except as to the filling of beaver and muskrat dens near the waterline no filling of burrows in burrowing owl areas, as designated by the Department, shall take place during the period of March 15 through August 15.
9. Shaping the levee crown to drain freely.
10. Repairing and shaping patrol or access road and controlling the weight and speed of all vehicles using patrol roads on the levee crown.
11. Repairing minor slipouts, erosion, or subsidence of the levee section up to 100 linear feet (and 1200 linear feet per year)*; provided however, that vegetation will be permitted to reestablish itself on these repaired sections. Thereafter, control will be in conformance with paragraph 13 below. Dredging to accomplish these minor repairs shall be conducted only when such work is also permitted under the authority of a U.S. Army Corps of Engineers' permit. A copy of this permit must be in the possession of all contractors and sub-contractors at dredging work sites.
12. Removing deposits, debris, and litter from the levee and the berm.
13. Controlling vegetation on the waterside levee slope, which shall include applying permitted herbicides and cutting or trimming vegetative growth such as weeds, brush, berry vines, and trees to the extent necessary to inspect and maintain the levee, subject to the following additional conditions:
 - A. Herbicides shall not be applied between March 15 and July 1 of each year, to protect ground-nesting birds and other breeding species of wildlife.
 - B. No soil sterilants shall be applied, except to control *Arundo donax* (Giant reed).
 - C. Except during the period of March 15 through June 30, removal of branches, stems, and shoots of weeds, brush, berry vines, and shrubs is allowed.
 - D. Except during the period of March 15 through June 30, trees under 2 inches and over 18 inches in diameter at 48 inches above the ground may be removed. Removal of trees over 18 inches in diameter shall be restricted to those trees determined by a California Registered Civil Engineer to constitute a threat to the levee. Pruning of branches up to 48 inches above the ground is allowed. When trees under 2 inches are removed the root system shall be left undisturbed. When tree over 18 inches are removed the root system can also be removed if necessary for levee purposes. Removal of trees over 2 inches in diameter but

* For Districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 linear feet times the number of miles of levee.

less than 4 inches in diameter 48 inches above the ground is a matter of dispute between the parties and such dispute may proceed to resolution as per Fish and Game Code 1600 et seq.

- 14. Removing or modifying encroachments that endanger the levee or interfere with maintenance of the levee.

A fee of \$111.00 shall be required for this agreement and the agreement is not in effect until receipt of this fee by the Department.

This agreement shall not be amended or modified in any way except by a written agreement duly executed by the Department and the District.

This agreement may be terminated by either party. Said termination shall become effective six (6) months after the party not initiating the termination has been duly notified in writing. Prior to sending the notice of termination, the parties agree to meet and confer in an effort to resolve their differences. If this effort is not successful, the parties agree to engage in a minimum of four (4) hours of mediation. A mediator will be agreed to by the parties or chosen by alternate striking from a list provided by the California Mediation Conciliation Service or the American Arbitration Association in San Francisco. The order of striking shall be determined by coin toss.

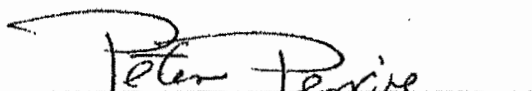
This agreement shall extend indefinitely until terminated by either party.

Department representatives, besides law enforcement personnel, shall be allowed access to existing and potential work locations during the term of this agreement.

If a net long-term loss of habitat results from the work allowed hereby, then mitigation will be covered through mitigation banking programs including SB 34 or by adding additional mitigation to mitigation required under site specific agreements between District and Department.



District Representative



Department Representative

BOARD PRESIDENT

Title

Environmental Specialist III

Title

RECLAMATION DISTRICT 828

Organization

Department of Fish and Game,
State of California

6-12-96

Date

6-18-96

Date

D

Summary of Authorized Maintenance Activities and Work Windows

Activity	Guidelines	Work Window
Rodent Control	<p>According to Fish and Game Code, ground squirrels and rodents can be taken by traps. Calif. Dept. of Fish and Wildlife (CDFW) limits rodent control bait to use of anticoagulant bait stations only. No fumigation is allowed. Beaver control requires a depredation permit issued by CDFW. Filling of beaver and muskrat dens is allowed, currently however, grouting and filling of dens and holes may be subject to Giant Garter Snake and Burrowing Owl biological surveys and may need to be discussed with DFW prior to performing work.</p>	<p>Year Round (Biological Surveys may be required for filling rodent holes and construction relative to Burrowing Owls, Giant Garter Snake and other)</p>
Migratory Bird Protection	<p>CDFW limits brush removal, tree trimming and maintenance activities during nesting bird season. Work can be completed during Federal Migratory Bird Treaty Act (MBTA) nesting season only after a biological survey is completed and the results are reported to CDFW and appropriate buffers are maintained with a biological monitor if nests are present.</p>	<p>No tree trimming etc. or maintenance activities from February 1st - August 15th (unless approved biological surveys have been completed).</p>
Vegetation Removal	<p>CDFW limits vegetation removal and herbicide application to protect ground nesting species. Migratory Bird Protection applies (see above)</p>	<p>Herbicides may only be applied from July 1st - March 1st. Vegetation removal (branches, stems, vines, shrubs, mowing, burning etc.) may only be removed also from July 1st - March 1st. Herbicides used to control giant reed may be applied at any time of year. No soil sterilants may be used.</p>
Debris Removal	<p>Removal of woody or herbaceous debris which reduces channel capacity</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>
Repairing Roads/Crown	<p>Repairing levee patrol and access roads and reshaping levee crown</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>

Summary of Authorized Maintenance Activities and Work Windows

Levee Erosion Repairs	<p>Repairing levee slope and supplementing riprap to stabilize minor slipouts or erosion. Extensive Federal Permits are required for work below the Mean High Water line. That elevation varies on all Districts and should be clearly identified prior to performing work and any pre inspections. It is advisable to have DFW inspect the site prior to construction to insure compliance.</p>	<p>All levee work below waterside hinge point allowed only between August 1st - November 30th. Repair work is limited to 100 linear feet at each location. Total linear feet of repair work locations not to exceed 1,200ft per year. Vegetation must be allowed to re-establish at repair sections.</p>
Tree Removal	<p>CDFW limits tree removals to outside of MBTA nesting season (see above). As well as places diameter restrictions on removals. It is advisable to have DFW inspect the site prior to construction to insure compliance.</p>	<p>No tree trimming or tree removals from February 1st - August 15th. Outside of above season, tree branches may be pruned up to 48 inches from the ground and dead trees may be removed with gps location, before/after pictures, and diameter at breast height. Live trees may be removed outside of MBTA season if trunk less than 2 inches in diameter at 48 inches height. No removals of root systems. No branch or limb removals over the river.</p>
Water Control Devices	<p>The cleaning, repairing, raising or modification of water control devices</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>

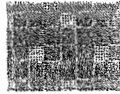
If there is any question regarding potential impacts, please contact KSN for guidance.

Non-compliance with environmental regulations can result in denied claims or legal enforcement action

Maintenance Activities Work Windows

Activity

Periods Activity is Allowed:



January February March April May June July August September October November December

Activity	January	February	March	April	May	June	July	August	September	October	November	December
Rodent Control	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Migratory Bird Protection	Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Vegetation Removal	Allowed	Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Debris Removal Above Waterside Hinge Point	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Debris Removal Below Waterside Hinge Point	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Not Allowed
Repairing Roads/Crown Above Waterside Hinge Point	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Repairing Roads/Crown Below Waterside Hinge Point	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Not Allowed
Levee Erosion Repairs	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Not Allowed
Tree Removal	Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Water Control Devices Above Waterside Hinge	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Water Control Devices Below Waterside Hinge	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Allowed	Allowed	Allowed	Allowed	Not Allowed