



CASITAS MUNICIPAL WATER DISTRICT

ROBLES FOREBAY RESTORATION

SPECIFICATION NO. 19-415

May 17, 2019

*Bids will be received at the office of
Casitas Municipal Water District,
1055 Ventura Avenue, Oak View, California 93022
until 11:00 a.m. on Tuesday, June 25, 2019*

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CASITAS MUNICIPAL WATER DISTRICT

NOTICE INVITING BIDS

**ROBLES FOREBAY RESTORATION
SPECIFICATION NO. 19-415**

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **11:00 a.m. on Tuesday, June 25, 2019** at the office of the District, 1055 Ventura Avenue, Oak View, California, 93022, at which time they will be opened and publicly read aloud. Each bid shall be made out on a form to be obtained from the Casitas Municipal Water District. Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid, as a guarantee that the Bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the Bidder to whom the contract is awarded fail to enter into the contract.

The Bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience.

In accordance with the provisions of Section 1770-1784 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor(s) under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale can be obtained on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All Contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

A mandatory pre-bid conference is scheduled for Tuesday, June 11, 2019 at 9:00 a.m. at which time all bidders are invited to discuss the work under this proposal. **Meet at the entrance gate to the Robles Fish Passage, at the north end of Rice Road, Meiners Oaks, California.** A complete bid package (plans and specifications) may be examined and downloaded free of charge from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>.

INSTRUCTIONS TO BIDDERS

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be enclosed in a sealed envelope marked "Bid" addressed to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California, 93022, and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present.

The proposal shall give the price, both in words and in figures, for which the Bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event the unit price and the total amount named by any Bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The Bidder shall fill out all blanks of the proposal forms as therein required.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered.

The District reserves the right to waive any informalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The proposal may be withdrawn upon request by the Bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided the request is in writing, has been executed by the Bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the Bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the Bidder for the performance of the work covered by the proposal. To this end, the District will require Bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest Bidder's current financial condition prior to acceptance of the proposal.

If requested, such statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages 29 through 35.

Bidders' Plan for Construction. As part of the proposal, Bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed the Bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of his violation thereof. Each Bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees they are fully qualified to perform that portion, and they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names, addresses, Department of Labor Relations Registration Number (DIR No.) and Contractor license number of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770-1784 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under Contractor, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by Contractor in the execution of the contract. The wage can be viewed on the internet at www.dir.ca.gov/dlsr/statistics_research.html. Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.

The Contractor and all subcontractors shall be subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)" for a drugfree work place.

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany upon request.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers there under. Refer to Summary of Insurance, Bond and Payment Requirements for Various Construction Contracts attached.

Permits. The District will or has obtained a Streambed Alteration Agreement 1600 from California Department of Fish and Wildlife, a 404 permit from the U.S. Army Corp of Engineers, and 401 certification Regional Water Quality Control Board. The Contractor shall abide by the requirements of these documents. Previously issued permits and conditions are included in Appendices A through C for the Contractor's information. The Contractor, at their sole expense, shall be required to obtain all additional permits and/or licenses as required.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The

license required for this project is either an **A-General Engineering Contractor or C12-Earthwork and Paving**.

Failure of the Bidder to meet either of the criteria above shall deem the bid proposal non-responsive and the bid proposal will be rejected.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits, or the plans shall be submitted to the District. The request can be emailed to Todd Evans, Assistant Engineer, at tevans@casitaswater.com. The District will make a reasonable attempt to respond to the request prior to the bid opening. All questions shall be submitted in writing by **3:00 p.m. on Tuesday, June 18, 2019**. If questions are received after that time they will not be answered.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible Bidder or Bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided, and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreement documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

Time for Completion and Forfeiture Due to Delay

The work for this contract shall be completed within 60 consecutive calendar days from and after the date of Notice to Proceed. **Work within the Forebay may only take place between August 15, 2019 and September 30, 2019.** Pursuant to Government Code 53069.85, forfeiture for each day completion is delayed beyond the time allowed will be at a rate of \$1,500 per day.

- A. Project Milestones: Durations provided are consecutive calendar days from and after the date of the Notice to Proceed.
 - a. Milestone 1: Completion of all contract required items, 60 consecutive calendar days after Notice to Proceed is delivered.
 - b. Milestone 2: Completion of all work within the Forebay by September 30, 2019.

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**PROPOSAL
ROBLES FOREBAY RESTORATION
SPECIFICATION NO. 19-415**

TO: Casitas Municipal Water District
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The Bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, Bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said Bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The Bidder declares they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; they propose and agree, in the event their bid as submitted in the attached Bid Schedule be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and they will accept in full payment therefore the amount named in said Bid Schedule.

The Bidder further declares the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: _____

_____ Bidder

(Corporate Seal)

By: _____

Title: _____

Telephone No. _____

Corporation organized under
the laws of the State of

Bidder's post office address:

Contractor's License Number:

Date of Expiration: _____

Names and addresses of all members of the
partnership, or names and titles of all officers of
the corporation:

Surety or Sureties agreeing to furnish bond:

BID SCHEDULE

**ROBLES FOREBAY RESTORATION
SPECIFICATION NO. 19-415**

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The Bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
1	1	Excavate 50,000 cubic yards of material and place material in designated areas, debris removal and disposal, grading, complying with requirements of permitting agencies, and all other related or appurtenant work thereto for the lump sum price of _____ _____ _____ Dollars	LS	\$
2	1	Provide construction dewatering for groundwater at project location for the lump sum price of _____ _____ _____ Dollars	LS	\$
3	1	Provide surface water diversion for the project for the lump sum price of _____ _____ _____ Dollars	LS	\$

TOTAL BID AMOUNT (Items 1 -3) \$_____ **(Figures)**

_____ **(Words)**

The above quantities are based on a lump sum price; measurement and payment for each bid item per Part D of specifications. Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands the District reserves the right to reject any or all bids, and to waive any formalities in the bidding. Pursuant to and in compliance with the Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a conformity with the plans and specifications and other contract documents, including **Addenda Nos.** ____, ____, ____, **and** ____, for the prices hereinafter set forth.

Date: _____

BIDDER: _____

By: _____

Title: _____

License No. _____ Expiration Date: _____

(CORPORATE SEAL)

License Classifications: _____ DIR No. _____

Telephone. No: _____ Cell No: _____

Fax No: _____ Email: _____

Address: _____

BIDDER'S PLAN FOR CONSTRUCTION

1. The location for the proposed work was examined on _____
(Date)
by _____ on behalf of the Bidder.
(Name and Title)

2. Explain briefly your plan and tentative schedule for performing the proposed work.

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BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will perform.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()

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BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____, as PRINCIPAL,

and _____

_____, as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415** which bids are to be opened at the office of Casitas Municipal Water District on **Tuesday, June 25, 2019 at 11:00 a.m.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

Principal

By _____

(SEAL)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 2019 by and between the Casitas Municipal Water District, hereinafter designated as the District, and _____ hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto do mutually agree as follows with respect to the project known as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415**.

ARTICLE I. For and in consideration of the payment of _____ Dollars (\$ _____) in conformance with the specifications hereinafter mentioned, the Contractor agrees with the District to construct the aforementioned project and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the Drawings and described in the Specifications therefor, to furnish at its own cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials as in the said specifications are stipulated to be furnished by the District, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II. For the same consideration set forth in Article I above, Contractor agrees to furnish all said materials and labor, furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also to be responsible at its own expense for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the works, and also for all expenses incurred by or in consequence of the suspension or discontinuance of works, except such as in the said Specifications are expressly stipulated to be borne by the District, and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said Drawings and Specifications and in accordance with the requirements of the Engineer under them, the District will pay and the Contractor shall receive in full compensation thereof the prices for the several items named in the Bidding Sheet of the Proposal.

ARTICLE III. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assignees do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications and the Drawings mentioned therein, and all addenda issued by the District with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this contract to be executed the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

By: _____
President

ATTEST:

Secretary

Approved as to form:

Attorney

Dated: _____, 2019

CONTRACTOR

By _____

Title

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____ hereinafter referred to as Contractor, as principal, and _____

_____, as surety,

are held and firmly bound unto the Casitas Municipal Water District, OAK VIEW, California, in

the sum of _____

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

whereas, said Contractor has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415**, and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2019.

Contractor

By: _____

Surety

By: _____

Approved as to form and execution:

Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

as principal, and _____

_____, as surety, are held and firmly bound unto the Casitas Municipal Water District, Oak View, California, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Whereas, said principal has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415** and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if said principal as Contractor in said contract, or subcontractors, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under Section 11929 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2019.

Contractor

By _____

Surety

By _____

Approved as to form and execution:

Attorney

**CASITAS MUNICIPAL WATER DISTRICT
SUMMARY OF INSURANCE, BOND & PAYMENT REQUIREMENTS
FOR VARIOUS CONSTRUCTION CONTRACTS**

	Informal Under \$35,000	Formal \$35,000 &Over
<u>Certificates of Insurance</u> (CG 2010 Endorsement required)		
1. Workmen's Compensation	Yes	Yes
2. Commercial, General & Auto Liability	Yes	Yes
a. For one person per accident	\$1,000,000	\$1,000,000
b. More than one person per accident	\$1,000,000	\$1,000,000
3. Property damage per accident	\$1,000,000	\$1,000,000
4. Thirty days written notice prior to cancellation	Yes	Yes
<u>Bonds</u>		
Bidder's Bonds	None	10%
Payment Bonds (Material and Labor)* (Projects bid by CMWD only)	None	100%
Performance Bonds* (Projects bid by CMWD only)	None	100%
Maintenance and Guarantee Provisions	Yes	Yes
<u>Contracts</u>		
Period for Final payment upon acceptance	15 Days	35 Days
Amount of Retention	-0-	15%
Progress Payment (if required, retain 5%)**	None	If Required
Final Cost Statement	None	Yes
Notice of Completion	None	Yes
Labor and Material Releases	Yes	Yes

* At the option of the District and depending upon the type of construction activity, payment bonds and/or performance bonds may be placed as a requirement on the job.

** If progress payments are required for a Purchase Order Contract, provisions therefor must be added.

NOTE: The above listed are the minimum requirements for all construction contracts. Provisions are included within the Terms and Conditions for Purchase Order Contracts which will be issued for all jobs under \$35,000. Provisions should be included within the Specifications for all contracts \$35,000 and over. **The United States (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees or authorized volunteers,** shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary. Casitas, in addition to Certificates of Insurance, shall be provided with the ISO CG 2510 Endorsement or insurer's equivalent.

In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers and mechanics employed by him in the execution of the contract. The wage scale is on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

**NOTICE TO CONTRACTORS, AGENTS AND INSURANCE COMPANIES.
PLEASE COMPLETE AND RETURN THIS FORM TO**

CASITAS Municipal Water District
CERTIFICATE OF INSURANCE

(This certificate is to be used to list such coverages as the policies listed thereon provide, and does not reflect our insurance requirements.)

TO: **Casitas Municipal Water District** Name and Address of Insured:
P. O. Box 37
Oak View, California 93022

TYPE OF POLICY	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
1.—Workmen's Compensation Employers Liability		Eff. Exp.	Statutory	Nil
2.		Eff. Exp.		
3.—Comprehensive Liability (A) Automobile		Eff. Exp.	Each Person \$ Each Occurrence \$	Each Occurrence \$
(B) General*		Eff. Exp.	Each person \$ Each Occurrence \$ Aggregate \$	Each Occurrence \$ Aggregate \$
4.—Comprehensive Liability Auto and General*		Eff. Exp.	Combine Single Limit: Each Occurrence \$ Aggregate \$	
5.		Eff. Exp.		
6.		Eff. Exp.		
7.—Umbrella Liability		Eff. Exp.	Each Occurrence and Aggregate \$ (A) Excess of Items: (B) Total Limit Including Items:	

*COVERAGE includes Contractual Liability, Completed Operations, Protective Liability, Product's - Liability, and Explosion, Collapse and Underground Hazards.

REMARKS: The U.S. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees or authorized volunteers shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary.

These policies shall not be canceled nor reduced in coverage until after 30 days written notice of such cancelation or reduction in coverage shall have been mailed to this certificate holder.

Name and Address of Agent:

Dated _____

By _____

CASITAS MUNICIPAL WATER DISTRICT			Payment Document No. _____			Progress () Final ()			OFFICE USE ONLY - Contractor/Vault/Engineer		
PROJECT:			Reviewed By: _____			Approved for Payment: _____					
CONTRACTOR:			Date: _____								
Spec. No.	Project No.										
Bid Item No.	Description	Unit	Quantity	Unit Price	Per Bid Schedule Amount	This Estimate Quantity	This Estimate Amount	Quantity	Amount	Amount to Date	Quantity
1							\$0.00		\$0.00	\$0.00	
2							\$0.00		\$0.00	\$0.00	
3							\$0.00		\$0.00	\$0.00	
					TOTAL			\$0.00		\$0.00	

Actual to Date: \$0.00

Less 10% Retained: \$0.00

Total Allowed to Date: \$0.00

Less Previous Payment: \$0.00

*Less Deductions: \$0.00

Net Amount Due this Payment: \$0.00

PREV. PAYMENT RECORD

PP No.	Date	Amount

I certify the above bill is correct & just; that payment therefor has not been received; that all statutory requirements as to American Production and Labor Standards and that all conditions of purchase applicable to the transactions have been complied with.

CONTRACTOR:

By: _____

Date: _____

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BIDDER'S QUESTIONNAIRE

INSTRUCTIONS

Pending award of a contract to the lowest Bidder, Casitas may require Bidders to submit a statement of their current financial condition, technical ability and experience (reference is made to the paragraph on Page 3 of the Instructions to Bidders entitled "Competency of Bidders").

Each Bidder shall be required to complete the attached Bidder's Questionnaire. Each subcontractor for a Bidder whose work has a monetary value of 15 percent or more of the total price bid shall also be required to complete the Bidder's Questionnaire and submit said Bidder's Questionnaire(s) with the bid package.

PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

A. History of Bidder

1. Total years organization doing business. _____

2. Has your organization done business under another name? Yes _____ No _____

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

_____	_____
_____	_____
_____	_____
_____	_____

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name

Name

_____	_____
_____	_____
_____	_____
_____	_____

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

Name of Suit	Court and Number	Disposition

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

Name of Owner	Address	Result

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date¹ _____
Value of Contract² _____
General Description of Work³ _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other: _____
2. Project Completion Date _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other: _____
3. Project Completion Date _____
Value of Contract _____

1 Project Completion Date: If current, state current; if incomplete, state incomplete.

2 Value of Contract is the total amount of money paid for your work, including all settlements or judgments.

3 General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____

Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

4. Project Completion Date _____

Value of Contract _____

General Description of Work¹ _____

Name and Address of Owner _____

Party to Contact _____

Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

5. Project Completion Date _____

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____

Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

PART II - CONTRACTOR'S STATE LICENSE

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

Name of License Holder	Position in Organization	License No.	Classification	Date of Expiration

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes () No ()

If yes, please explain. _____

PART III – CONTRACTOR’S SAFETY RECORD

1. List your firm’s experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker’s Compensation Insurance firm. This is only required from Firms with Worker’s Compensation Insurance premiums in excess of \$50,000.

_____	_____	_____	_____	_____	_____
Year	EMR	Year	EMR	Year	EMR

2. List your firm’s Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

_____	_____	_____	_____	_____	_____
Year	RIR	Year	RIR	Year	RIR

3. List your firm’s Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

_____	_____	_____	_____	_____	_____
Year	LTIR	Year	LTIR	Year	LTIR

Casitas has established the following minimum requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR - None greater than 9 over the last 3 years

LTIR – None greater than 4 .5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications? _____

5. Do you have a substance abuse policy? _____

6. Do all new employees complete safety orientation before performing any work activities? _____

7. Do you conduct jobsite safety inspections? _____

8. Do you conduct and document post accident investigations? _____

PART IV – FINANCIAL CONDITION (This portion only needs to be completed if requested by Casitas after the bid opening)

1. Submit your firm’s most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.
2. Submit your firm’s most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: _____

By: _____

Title: _____

Date: _____

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NOTICE TO PROCEED

To: _____

Date: _____

Project: **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415**

In accordance with Section 4 of the Special Conditions of the Contract Specifications, you are hereby notified to commence work on or before _____ and to complete all work within _____ 30 working days (including materials procurement) of the work start date, excluding the dates outlined therein.

CASITAS MUNICIPAL WATER DISTRICT

By : _____
Title: Julia Aranda, P.E., Engineering Manager

ACCEPTANCE OF NOTICE

Receipt of above Notice to Proceed is hereby acknowledged by _____
on _____, 2019.

CONTRACTOR

By: _____
Title: _____

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PART B - GENERAL CONDITIONS

1. Definitions.

1.1 Whenever the words defined in this article occur in these Specifications, or in any other contract document, they shall have the meaning here defined:

1.2 The word "specifications" shall include these General Conditions, the Special Conditions and the applicable portions of the Standard Specifications. The form of these Specifications is intended to provide for all of the work performed for Casitas Municipal Water District.

1.3 The word "District" shall mean the Casitas Municipal Water District.

1.4 The word "Board" shall mean the Board of Directors of the Casitas Municipal Water District.

1.5 The words "General Manager" shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.

1.6 The word "Engineer" shall mean the General Manager, or his duly authorized representative.

1.7 The word "Contractor" shall mean the Contractor in the agreement for the construction of the work and/or the furnishing of materials and/or equipment herein specified, the legal representative, or the agent of said party.

1.8 The word "Subcontractor" shall mean one who, as a subcontractor, performs at the site of the work some part of the Contractor's obligation, the legal representative, or the agent therefor.

1.9 The words "Standard Specifications" shall mean the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC) with all supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of America. Part one of the SSPWC is hereby deleted.

1.10 The term "R & R" shall mean remove and replace.

2. Contract Documents.

2.1 The Notice Inviting Bids, Instructions to Bidders, Proposal Bonds, General Conditions, Special Conditions, Measurement and Payment Technical Specifications and Drawings, with the Agreement, supplemental notices, Notice to Proceed, permits and change orders shall be considered as incorporated in the contract. The contract documents are complementary, and what is called for in one shall be as binding as if called for by all. The intent of the contract documents is to provide for the execution and completion of a finished piece of work. The Contractor shall provide all labor and services and furnish all materials and equipment as necessary, except those items definitely stipulated in the Specifications or Drawings to be

furnished by the District. Anything shown in the Drawings and not the Specifications, or in the Specifications and not the Drawings, shall be performed by the Contractor as though shown in both the Drawings and the Specifications.2 The Drawings and the Specifications show conditions as they exist, to the best knowledge and belief of the District. The Contractor shall not be relieved of any liability or responsibility under this contract, and the district or any of its officers shall not be liable for any loss sustained by the Contractor because of any variation between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work, except as provided in Section 4215 of the Government Code.

3. Precedence of Contract Documents.

3.1 Should conflicts occur between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- 3.1.1 Permits from other agencies as may be required by law.
- 3.1.2 Proposal.
- 3.1.3 Special Conditions and Measurement and Payment.
- 3.1.4 Technical Conditions.
- 3.1.5 General Conditions
- 3.1.6 Contract Drawings.
- 3.1.7 Standard Plans.
- 3.1.8 Standard Specifications.
- 3.1.9 Reference Specifications.

3.2 Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

4. Indemnification of District.

Contractor shall indemnify and hold harmless and defend the United States Bureau of Reclamation, the District, their directors, employees, agents or volunteers, and each of them from and against:

4.1 Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, agents or volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor and their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, agents or volunteers.

4.2 Any and all actions, proceedings, damages, costs expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or

its directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications.

5. Insurance.

5.1 Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

5.1.1 Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

5.1.1.1 Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).

5.1.1.2 Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

5.1.2 The Contractor shall maintain limits no less than the following:

5.1.2.1 General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurers equivalent endorsement provided to the district) or the general aggregate limit shall be twice the required occurrence limit.

5.1.2.2 Automobile Liability. One million dollars (\$1,000,000 per accident for bodily injury and property damage combine single limit.

5.1.3 The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

5.1.3.1 The United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractors, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents and volunteers.

5.1.3.2 For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

5.1.3.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States Bureau of

Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers.

- 5.1.3.4 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.1.3.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to Casitas Municipal Water District.
- 5.1.3.6 Such liability insurance shall indemnify the Contractor and his subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy written by underwriters through an agency satisfactory to the District (see Section 4-08.05), which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 2-5 above) and a certificate of insurance (Accord Form 25-S or equivalent), shall be provided to the District.

5.1.4 Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.1.5 Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A:VII or equivalent.

5.1.6 The Contractor shall not commence work under this contract, nor allow any subcontractor to commence work on this subcontract, until he has secured all insurance required under the section and has filed with the District, certificates of insurance in the amounts specified. Such certificates shall contain a provision that they may not be called without at least thirty (30) days' written notice to the District.

5.2 **Worker's Compensation Insurance.**

5.2.1 By his signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

5.2.2 The Contractor shall maintain, and shall cause all subcontractors he may employ to maintain adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Contractor and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning construction.

5.3 Evidences and Cancellation of Insurance.

5.3.1 Prior to execution of the contract, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

5.3.2 The Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment or premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Contractor hereby appoints the District his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the District for insurance premiums under the provisions of this article shall be charged to the Contractor.

6. Bonds.

6.1 Payment Bond. The successful bidder shall file with the District a surety bond to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the contract, conditional as provided by Section 3247 of the Civil Code.

6.2 Performance Bond.

6.2.1 The successful bidder shall also file with the District a surety bond, to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the Contract. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts withheld by the District to ensure performance under this contract, shall be deposited with the District. The District shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

6.2.2 Maintenance and Guarantee. The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make, at his own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him that becomes evident within one year after the date of final payment, and to restore to full compliance with the requirements of these Specifications, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the Specifications. The Contractor shall make

all repairs and replacement promptly upon receipt of written orders from the Engineer to do so. If the Contractor fails to make the repairs and replacements promptly, the District may do the work and the Contractor and his Surety shall be liable to the District for the cost thereof.

6.3 Each of said bonds shall be executed by the Contractor and a corporate surety licensed in the State of California. If the amount payable under terms of the Contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

7. Additional Surety.

If, during the continuance of the Contract, any of the sureties upon the faithful performance bond, in the opinion of the Engineer, are or become insufficient, he may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of the Engineer within 15 days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 21 hereof.

8. Assignment Forbidden.

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, nor of his right, title or interest in any part thereof, nor any of the monies to become due and payable under the Contract, in any manner without the previous consent in writing of the Engineer. If the Contractor shall, without such written consent, assign, transfer, convey or otherwise dispose of any part of this Contract, or of any of the monies to become due and payable under the Contract, the District may, at its option, terminate the Contract according to Section 21 of these General Conditions. The District shall thereupon be relieved from all liability to the Contractor, and to his assignee or transferee.

9. Time and Order of Work.

The Contractor shall at all times employ such personnel, and provide such services, materials and equipment as will be sufficient, in the opinion of the Engineer, to complete the work or any separable portions thereof according to a progress schedule, and within the time limit fixed by the Contract. If the Contractor should fail to maintain adequate progress, he may be required to employ additional personnel, and provide additional services, materials and equipment, and to modify his plans and procedure in such manner as to ensure completion of the work within the time limit fixed by the Contract. This provision shall not be the exclusive remedy of the District.

10. Protests.

If the Contractor considers any of the work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Engineer or any duly authorized representative to be unfair, he shall immediately ask for written instructions or divisions, whereupon he shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or divisions satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefor. Except for such grounds for protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the order, rulings, instructions, or decisions of the Engineer, and hereby

agrees that as to all matters not included in such protest, the order, instructions and decisions of the Engineer shall be final and conclusive.

11. Authority of the Engineer.

The work shall be observed by the Engineer to determine that the work is being completed according to the plan, specifications and design and planning concepts. The Contractor shall be responsible for the supervision of construction processes, site condition, operation, equipment, personnel and the maintenance of a safe place to work or any safety in, on or about the work site until such time as the District files a Notice of Completion. The Engineer, however, reserves the right to determine the adequacy of the Contractor's method, plant, and appurtenance to determine in all cases the amount, quality, acceptability and fitness of the work and material to be provided under the Contract, to determine all questions in relation to said work and construction thereof, and to decide in all cases any question which may arise concerning the fulfillment of this Contract by the Contractor. Should any discrepancy appear or any misunderstanding arising as the import of anything contained in the Specifications or Drawings, the matter shall be referred to other Engineer and his decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors performing work for the District shall be adjusted to the satisfaction of the Engineer.

12. Right of Way and Encroachment.

12.1 Except as otherwise stated in the Special Conditions, the right of way for the work to be constructed under these Specifications will be provided by the District. This shall not be interpreted as giving the Contractor exclusive occupancy of the right of way provided. When the work to be performed is located within State Highway, County or Southern Pacific Railroad rights of way, or within a water course which is under the jurisdiction of the Ventura County Flood Control District, the Contractor will be required to obtain construction permits from those agencies in his own name.

12.2 Right of way to be furnished by the District for construction operations and other purposes will be specifically shown on the Drawings or provided for in the Detailed Specifications. Should the Contractor find it necessary to use any additional lands during the construction of the work, he shall provide for the use of such lands at his own expense.

13. Errors or Discrepancies Noted by Contractor.

13.1 If the Contractor, either before commencing work or during the work, finds any discrepancy between these Specifications and Drawings, or between either of them and the physical conditions at the site of the work, or finds any error or omission in any of the Drawings or in any survey, he shall promptly notify the Engineer in writing of such discrepancy, error, or omission. If the Contractor observes that any drawings or specifications are at variance with any applicable law, ordinance, regulations, order or degree, he shall promptly notify the Engineer, in writing, of such conflict.

13.2 The Engineer, upon receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after his discovery of such error, discrepancy or conflict, will be at his own risk and he shall bear all costs arising therefrom.

14. Extra Work.

14.1 If, during the performance of the Contract, it shall, in the opinion of the Engineer, become necessary or desirable, for the proper completion of the contract, to order work done or materials or equipment furnished which, in the opinion of the Engineer, are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.

14.2 Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Engineer and the Contractor before the extra work shall be ordered.

14.3 When the price of the extra work cannot be agreed upon, the District will pay for the extra work based on the accumulation of costs as provided in sections 4.4 through 4.11. The failure of the Contractor to comply with the requirements of this section shall deem the Engineer to establish costs as the Engineer deems reasonable.

14.4 At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In case of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the prime contractor. Said reports shall contain the following information:

14.4.1 The names of workers, classification and hours worked;

14.4.2 A description and the amount of materials used;

14.4.3 The type of equipment, size, identification number and hours of operation, including loading and transportation if available;

14.4.4 Other services and expenditures shall be described in such detail as the District may require.

14.5 The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

14.6 The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the entities involved, plus sales tax, freight and delivery. The District reserves the right to approve material sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the District.

14.7 No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the work is performed. If local rental costs are unavailable, the Contractor shall submit his costs to operate the equipment compiled and signed by a Certified Public Accountant. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small

tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time of the equipment already at the job site shall be the duration of its use on the extra work, plus the time required to move it from its previous site and back or to a closer site.

14.8 The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required for the work specified in the Contract which are of a type not ordinarily available from the Contractor or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

14.9 Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

14.10 The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bond and liability insurance.

14.11 When all or any part of the extra work is performed by any of the Contractor's subcontractors, the markups established in Subsection 14.10 shall be applied to the subcontractor's actual cost of such work, to which a markup of five percent (5%) on the subcontracted portion of the extra work may be added by the prime contractor.

14.11.1 Any extra work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the original Contract.

15. Changed Conditions.

15.1 The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

15.1.1 Subsurface or latent physical conditions differing materially from those represented in the Contract; and

15.1.2 Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed.

15.1.3 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.

15.2 The Engineer will promptly investigate conditions when notified of any conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a change order will be issued adjusting the compensation for such portion of the work. If the Engineer determines that conditions of which he/she has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, he may submit a protest to the Engineer, as provided in Section 10 of these General Conditions.

15.3 If the Engineer determines that the conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, may be granted an extension of time subject to the provisions of Section 22.

15.4 The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are distributed shall constitute a waiver of all claims in connection therewith.

16. Disputed Work.

16.1 If unable to reach agreement under any of the foregoing procedures, the District may direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration, if District and Contractor agree thereto, or as fixed in a court of law.

16.2 Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work according to Section 14.

17. Legal Action by Contractor.

17.1 No legal action shall be commenced against the District concerning the Contract until any dispute or decision of the Engineer has been appealed and denied by the District's Board of Directors. The Board's refusal to consider or failure to consider a written appeal within thirty (30) calendar days after receipt shall be deemed denial of such appeal.

17.2 Prior to submitting any appeal to the Board, the Contractor shall exhaust his administrative remedies by attempting to resolve his dispute with the District's staff in the following sequence:

Construction Inspector
District Engineering
General Manager
Board of Directors

17.3 Should any of the listed persons fail to consider a request by the Contractor for reconsideration of a decision within three (3) working days after receiving written request to do so, the Contractor may proceed directly to the next person in the list. At the option of the District, the person to whom the request for reconsideration is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

17.4 Nothing in this subsection shall be considered as relieving the Contractor from his duties required by the Contract documents.

18. Changes.

18.1 If either the Engineer or the Contractor, because of conditions which develop during the progress of the work, finds it impracticable to comply strictly with these Specifications, the Engineer may prescribe a modification of requirements or methods of work. For such proposes, the Engineer may, any time during the life of the Contract, by written order, make such changes, as he shall find necessary, in the design, engineer, grade, form, location, dimensions, plan, or material of any part of the work or equipment to be furnished. If such changes increase or diminish the quantity of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits in the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Engineer shall make reasonable allowance therefore, which action shall be binding upon both parties.

18.2 In case of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the Contract but cover such changes or alterations, the cost of such changes shall be determined as provided in Section 14.

19. Discovery of an Unknown Utility.

19.1 The Contractor's attention is directed to Section 4215 of the Government Code which provides that the district assumes the responsibility for the removal, relocation or protection of the existing utilities located on the site of any construction project if such utilities are not identified by the District in the plans and specifications made a part hereof.

19.2 If the Contractor, while performing the Contract, discovers utility facilities not identified by the District in the Contract plans and specifications, the Contractor shall immediately notify the District. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of the exiting utility facilities.

19.3 In the event that the discovery of said utility facilities may cause extra work, the Contractor is required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions, entitled "Extra Work" and "Changes," respectively.

19.4 The Contractor's failure to give said notice promptly upon discovery of an unknown utility or the Contractor's failure to obtain written approval for any work concerning the relocation, protection and/or removal of the said unknown utility or for any work relative to the modification of any portion of the work prior to the beginning of any of said work, shall constitute a waiver of any rights to any claim in connection therewith.

20. Termination of Contract.

20.1 General.

If, at any time before completion of work under the contract, it shall be found by the District that reasons beyond the control of the parties hereto render it impossible, or against the best interest of the District, to complete the work contracted to be done; or if the work shall have been prevented or suspended by injunction issued by a court of competent jurisdiction nor by any other order of constituted authority for a period in excess of 30 consecutive days; the District, by written thirty (30) day notice to the Contractor, may discontinue the work and terminate the contract; or, in the event the entire work shall have been suspended by the District, through no fault of the Contractor, in writing, the Contract shall be discontinued. Upon the service of notice of

termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct, continuing and doing, after said notice, only such work and only until such time or times as the Engineer may direct. Such work shall be paid for as extra work according to Section 14 of these General Conditions. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract, nor shall the Contractor have any claim for anticipated profits on the work thus dispensed with, nor any other claim; except: (1) for the work actually performed between the date of the notice of termination and the time of complete discontinuance; and (2) for any liquidated damages accruing up to the date of said notice of termination according to the provisions of the Special Conditions.

20.2 Consumable Supplies.

In the event of discontinuance and termination of the contract, the District may, and at the request of the Contractor shall, purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment which, in the opinion of the Engineer, are suitable and required, except for such discontinuance and termination, to complete the work, and the District shall pay the Contractor for such consumable supplies the prices paid therefor by the Contractor.

20.3 Completion of Contract.

In the event that the work shall be discontinued and the Contract terminated, the satisfactory completion of such work, as the Engineer may thereafter direct, and satisfactory compliance with the terms of said order shall be deemed the completion of the work specified in the Contract; and the final estimate shall be the amount of work completed to the time of such discontinuance and termination, with such other sums as may be due the Contractor according to the provisions of this section.

21. Suspension of Contract.

21.1 If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated as bankrupt, or if a receiver of his property or business be appointed by a court of competent jurisdiction, or if this Contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Engineer shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith or not according to the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion or within the time to which the completion of the Contract may have been extended as hereinafter provided, the Board may, by written notice, instruct the Contractor to discontinue all work, or any part thereof, under this Contract.

21.2 When such written notice is served upon the Contractor, he shall immediately discontinue the work or such part thereof as covered by the notice, and shall not resume the same by written notice from the Board, in which case work shall be resumed in ten (10) days. In any such case, the District may take charge of the work and complete it by a new contract or by force account and charge the expense of completion by either method to the Contractor. In so doing, the District may take possession of and use any of the materials, plans, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work. Any such charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under this contract or at any part thereof. In case such expense shall exceed the amount which would have been due the contractor under the Contract if the same had been completed by him, he shall pay the amount of such excess to the District; and in case such expense shall be less than the amount which would have

been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for plans, equipment, materials, supplies and labor devoted to the prosecution of the work, of which the District shall have received the benefit which shall not have been otherwise paid for by the District. In computing such expense the salvage value of such plans and equipment, at completion of the work, shall be deducted from the depreciated value thereof at the time taken over by the District and the difference shall be considered the expense. All necessary estimate and appraisals shall be made by the Engineer.

21.3 When any particular part of the work is being carried on by the District, by Contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract, and in such a manner as to nowise hinder or interfere with the persons or workers employed, as provided above, by the District, to do any part of the work, or to complete the same under the provisions of this section.

22. Extension of Time of Completion.

22.1 If the work shall be delayed in consequence of suspension by the District except as provided in Section 21 or of failure by the District to provide right of way, or of any other act or omission of the District, or by strikes, acts of God, delay of delivery or properly ordered materials for which a delivery time has not been stated in the Proposal, or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his subcontractors, the Contractor shall be entitled to so much additional time wherein to perform and complete the contract on his part as the Engineer shall certify in writing to be just.

22.2 Application for extension of time must be made to the Engineer, in writing, stating cause, within the ten (10) days immediately following the end of such delay.

22.3 Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in no way operate as a waiver on the part of the District of any of its rights under this Contract.

22.4 The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Special Conditions.

22.5 No extension of time shall be made for ordinary delays and accidents and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress. In the case of an extension of time by the Engineer for completion of the contract as provided for in these Specifications, a revised schedule of progress may be prescribed according to such extension of time.

23. Failure to Complete on Time.

23.1 The Contractor shall pay for each and every calendar day that he shall be in default in completing the whole work to be done under this contract, the sum named in these conditions, which sum is by the execution of this agreement mutually agreed upon as liquidated damages which the District shall suffer by reason of such default. The District shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this Contract.

23.2 The Contractor shall not be assessed liquidated damages for failure to complete the work on time due to any of the causes stated in Section 22.1.

24. Liquidated Damages.

24.1 Pursuant to Section 23 of these General Conditions, failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted by change order), the Contractor shall pay the District, or have withheld from monies due it, the sum of \$500, except as otherwise specified in Part C or the Agreement.

24.2 Execution of the Contract under these Specifications shall constitute agreement by the District and Contractor that \$500 per day, except as otherwise specified in Part C or the Agreement, is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

25. Contractor's Responsibility.

25.1 The Contractor shall be responsible for safe and efficient execution of the work to secure the safety of the workers, the quality of the work and the stipulated rate of progress.

25.2 The Contractor shall bear all losses resulting to him no account of the amount or character of the work, or from any unforeseen obstruction or difficulties which may be encountered, or because of weather, floods, or other causes, except as follows:

25.2.1 The Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage was caused by an act of God, as defined in Public Contract Code Section 7105, and shall be the basis for determining the extent of the District's liability, if any.

25.2.2 It shall be the responsibility of the Contractor to take all reasonable and adequate measures to protect the work from damage and/or to minimize any damage to the work.

25.2.3 The District reserves the right to make changes in the plans and Specifications applicable to the portion of the work to be restored. The District reserves the right to terminate the Contract and relieve the Contractor of further obligations to perform the work. In the event that the work damaged is to be repaired or restored either, in kind or changed by the engineer, a contract change order will be provided according to Sections 14 and 18 of the General Conditions of this Specification. The change order may provide for the Contractor to perform any work deemed by the Engineer as necessary to put the project in satisfactory condition for the termination of all work.

25.2.4 The District may require the Contractor to submit as a separate bid item the insurance premium covering the cost of work destroyed in whole or in part by an "Act of God," as defined in Public Contract Code 7105 and provide such insurance to indemnify the District for any damage to the work caused by an "Act of God," and to rebuild said work with the proceeds of said insurance. If the District elects to do so, said insurance shall be in lieu of the provision of the Public Contract Code 7105.

25.3 The Contractor shall be responsible for all material, except defective material, furnished by the District, and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged, lost or stolen material and repair damaged parts of the work, or the same may be done at his

expense by the District.

25.4 During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and clean condition. When the work is completed he will be required to remove all debris caused by him in his operations, repair all damage to existing improvements done by him or his employees and leave the site of the work in a neat condition. In the event of his failure to do so, the same may be done at his expense by the District.

25.5 The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees during their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

25.6 The Contractor shall provide at his own expense, all necessary water, telephone, and power required for his operations under the Contract, except as provided for in the Special Conditions.

25.7 The Contractor shall so conduct his operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permission to do so has been obtained from the proper authorities.

25.8 The Contractor shall be responsible for determining the nature and extent of any simultaneous, collateral, and essential work by others. The Contractor shall coordinate his operation and cooperate with others to minimize interferences, conflicts, and/or any other related conduct during the construction of the work.

26. Shop Drawings.

26.1 Drawings and prints of articles, machinery, or fabricated materials entering into permanent construction which are required to be furnished by the Contractor and for which detailed drawings are not furnished by the District, the Contractor shall submit five (5) copies for approval, three (3) of which will be returned to the Contractor for his distribution, the two (2) other copies shall become the property of the District. The District shall approve such drawings or return them to the Contractor with requirements for approval within ten (10) days after the date of submission.

26.2 Approval by the District on items called for under these Specifications does not relieve the Contractor from the responsibility for errors, omissions or deviations from the Contract documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the material for approval.

26.3 If the Contractor objects to any conditions imposed by the District in granting said approvals, he shall immediately give the District written notification.

27. Trench Shoring Plans.

27.1 In compliance with Section 6705 of the Labor Code, the Contractor, at his sole expense, shall be required to submit detailed shoring plans for review by the District's Engineer for all construction projects and/or any related modifications, revision or changes thereto, which are in excess of \$25,000, for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

27.2 Shoring plans shall show the details of the shoring, bracing, sloping and all other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of any trench, trenches, or other excavation.

27.3 Such shoring plans shall be prepared by a qualified civil or structural engineer registered in the State of California in the event that such plans vary or deviate, in any manner, from the shoring system

standards as outlined in the State Construction Safety Orders issued by the Division of Industrial Safety, State of California.

27.4 The Contractor shall submit the shoring plans to the Division of Industrial Safety, State of California, for its approval.

27.5 The Contractor shall be required to submit the shoring plans within fifteen (15) days after notification of an award of a contract has been sent.

28. Safety Permit.

28.1 In compliance with Section 6424 of the Labor Code, the Contractor, at his sole expense, shall be required to obtain a permit from the Division of Industrial Safety for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth, prior to beginning any excavation work that is not covered by Section 6422 of the Labor Code.

28.2 A copy of all permits issued and the related construction safety orders approved by the Division of Industrial Safety shall be filed with the District within fifteen (15) days after notification of the award of a contract, or within three (3) days after issuance of the permit, and prior to the beginning of the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

28.3 Additional permits may be required for each modification, revision or change in the work.

28.4 Safety permits required by Section 6424 of the Labor Code shall be in addition to all other permits required.

29. Personal Attention.

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work continually during its progress, to receive directions or instructions from the Engineer. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

30. Laws, Regulations and Permits.

30.1 The contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The contractor shall be liable for all violations of the law in connection with the work furnished by the contractor. If the contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he shall promptly notify the engineer in writing and any necessary changes shall be made by written instruction or change order. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the engineer, the contractor shall bear all costs arising therefrom.

30.2 The Contractor shall submit a certification that they are in compliance with the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the California Fair Employment Practice Act of 1959, as amended, California Labor Code Section 1777.5 and Section 1735 and any other applicable Federal and State laws and regulations hereinafter enacted. Certification of Compliance with Executive Order 11246, as amended, will be required when applicable. Such certification shall be on forms satisfactory to the District.

- 30.3 The following are exempted from the above provisions in relation to affirmative action efforts:
- 30.3.1 Contractors, subcontractors and suppliers who have a paid work force of less than fifteen (15) persons.
 - 30.3.2 Contracts and subcontracts which do not exceed \$10,000.00.
 - 30.3.3 Contracts and subcontracts which are deemed by the Board to be an "Emergency" nature or an apparent "Sole Source" purchase.
 - 30.3.4 Exemptions may be denied by the Board pursuant to a finding by the District that the exemption is having an adverse effect on the purpose of these Specifications. Additional exemptions may be granted by the Board for reasons of a similar finding.

30.4 The Contractor shall only use equipment that complies with California air quality regulations and the Ventura Air Pollution Control District regulations.

31. Sales and/or Use Taxes.

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

32. Construction Schedule.

Prior to commencing the work, the Contractor shall submit a detailed construction schedule. At the beginning of each month as may be required by the Engineer, the Contractor shall submit an updated construction schedule. Said construction schedule shall show the order in which the Contractor proposes to complete the work, the dates when the various parts of the work are to begin and the estimated dates of completion. The detailed schedule shall be a modified bar type and shall show each principal item of work or activity.

33. Inspection.

33.1 All materials furnished and all work done under these Specifications shall be subject to rigid inspection. The Contractor shall furnish the Engineer every reasonable facility for ascertaining whether the work is in accordance with the requirements and intent of these Specifications.

33.2 Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the District and used in the work removed, shall be borne by the Contractor, irrespective of whether the work removed is found to be defective.

33.3 Work covered up without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

33.4 Nothing in these Specifications shall be construed to mean that the District will provide continuous inspection. The Contractor shall cooperate and coordinate his activities in order that he work can be inspected to the satisfaction of the Engineer.

33.5 The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work, so that the inspection and the necessary measurements may be made with

a minimum of inconvenience to the Engineer, or delay to the Contractor.

34. Construction Staking.

34.1 The Engineer may provide minimal construction staking, the extent of which will be described in the Special Conditions herein. The Contractor shall be required to provide all other additional staking and/or measurements necessary for the proper execution of the work.

34.2 The Contractor shall notify the Engineer in writing at least five (5) working days before the time the Contractor will require the construction staking.

34.3 The Contractor shall be required to preserve all bench marks, monuments, survey marks and construction stakes, and in case of their removal or destruction caused by the Contractor's activities, the Contractor shall be liable of the cost of their replacement.

35. Construction Interferences.

35.1 Insofar as practicable during the progress of the work, the Contractor shall not disturb, but shall support and protect against injury, and maintain in good operating condition at his own expense, all subsurface, surface and overhead utilities, structures and other facilities as are encountered in the prosecution of the work.

35.2 In the event that subsurface, surface, or overhead utilities, structures or other facilities are required to be disturbed or removed out permit the construction of the work, the Contractor shall not do any work that would affect such utilities, structures or facilities, or enter upon the right of way or other lands appurtenant thereto until notified by the Engineer that authority has been obtained to do so. The Engineer will make all necessary arrangements with the owner or other utilities for their relocation and reconnection, without cost to the Contractor, including the reconnection of services and the resurfacing of trenches required for said location; provided such arrangements shall not relieve the Contractor of his responsibilities as outlined in Section 2(b) of these General Conditions, nor the responsibility of proper care and protection of any utilities, structures or facilities encountered because of such varying conditions. The Contractor shall coordinate his operations with those of the owner or owners concerned with the disturbance or removal of facilities to minimize the inconvenience imposed on all affected parties.

35.3 Except as provided in Section 4215 of the Government Code and in the event the Contractor disturbs, disconnects or damages any subsurface, surface, or overhead utility, structure or other facility prior to the making of necessary arrangements by the Engineer with the owner thereof, he shall immediately give to the owner notice of said disturbance, disconnection, or damage, and the Contractor shall assume all responsibility connected therewith, event in the even such damage occurs after backfilling or is not discovered until after completion of backfilling, and the provisions of this subsection shall continue in force until the termination of the guarantee period provided.

35.4 All facilities removed shall be reconstructed as promptly as is possible in its original or other authorized location, and in a condition at least as good as when removed and subject to the inspection of the owner or of the governing body having jurisdiction.

35.5 During the performance of the work under these Specifications, the owners or agencies in control of any of the facilities affected by the work shall have the right to enter, when necessary, upon the project right of way, or upon any street or other public way affected by the Contractor's operations, or any portion thereof, for the purpose of maintaining service and of making changes in or repairs to said facilities.

35.6 The District reserves the right during the progress of the work and upon determination of the

actual position of the existing utilities, structures, and other facilities, to make changes in the grade or alignment, or both, of the District's facilities wherever by so doing the necessity for relocation as provided herein of such utility, structures, or other facility will be avoided; provided that such changes shall not entitle the Contractor to additional compensation other than according to the prices named in the Bidding Sheet for the respective contract items.

35.7 In the event the Contractor discovers a substructure as defined in Section 4215 of the Government Code and not identified by the District on the contract plans and Specifications, the Contractor shall be required to notify the District in writing. In the event that such discovery may cause extra work, the Contractor shall be required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions of the Specifications.

35.8 Whether the Contractor is entitled to any additional compensation for any work hereinbefore described in Section 36 of these General Conditions shall be governed by the applicable portions of Section 4215 of the Government Code or amendments thereto.

35.9 The Contractor shall make every effort to protect and preserve all trees encountered in the work. Any trees which unreasonably interfere with the work shall, with the approval of the Engineer, be removed by the Contractor. The cost of the removal shall be borne by the Contractor.

36. Materials, Workmanship, and Tests.

The Contractor shall submit samples, specimens, or test pieces of such materials to be furnished or used in the work as the Engineer shall require. All materials must be new and must be of the specified quality and equal to approved samples. The Contractor shall furnish, without cost to the District, such quantities of construction materials as may be required for test purposes, and shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. All work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these Specifications or the Drawings.

37. Certification of Materials and Equipment

37.1 All materials and equipment furnished by the Contractor shall be according to these Specifications. Any time when requested by the Engineer, the Contractor shall furnish written certification from the manufacturer of the various materials and equipment that such materials and equipment do meet all of the requirements of these Specifications. When requested by the Engineer, such certification shall be furnished to the District before payment to the Contractor, for the material and/or equipment in question, will be made.

37.2 Where reference is made in these Specifications to a specification or test designation of the American Water Works Association, the American Society for Testing and Materials, the American Association of State Highway Officials, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption of latest revision of the test is omitted, it shall mean the test method in effect on the date of the Notice Inviting Bids for the work.

38. Defective Work or Materials.

38.1 The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected,

notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect without compensation in a manner satisfactory to the Engineer and shall be charged for any excess material furnished by the District.

38.2 If any materials furnished and brought upon the ground by the Contractor for use in the work, or selected for the same by him, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

38.3 If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove condemned materials from the work within ten (10) days after the service by the Engineer of an order to do so, the Engineer acting on behalf of the District may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

39. Use of "Or Equal."

39.1 Any material or article of equipment designated by manufacturer's name, trade name, catalog reference or brand and qualified by "or equal" shall be understood to be a standard of quality and performance. Articles of other make will be acceptable provided they are, in the opinion of the Engineer, of equal quality and/or capable of equal performance. Names, brands and characteristics of proposed substitute materials shall be submitted to the Engineer for approval and no such substitute materials shall be purchased or delivered to the project until the Engineer's approval, in writing, has been obtained.

39.2 The Contractor may be required to obtain certification from a qualified testing laboratory approved by the Engineer that such proposed substitute materials meet the minimum requirements in the Specifications, and/or that such proposed substitute materials are of equal quality and performance of the material or article designated in the Specifications. Such certification shall be required prior to obtaining the Engineer's approval, and shall be at the sole expense of the Contractor.

40. Property Rights in Materials.

40.1 Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for the value of unused material delivered to the site of the work as provided for in Sections 45, 58 through 65 inclusive hereof. All such materials attached or affixed or unused shall become the property of the District.

40.2 The District reserves the right to use any or all of the completed facilities either after said facilities are connected to the existing facilities or otherwise completed by the Contractor as set forth in Section 45 hereof and prior to acceptance of the work by the Board.

41. Title to Materials Found on the Work.

Except as may otherwise be provided in these Specifications, the right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees, and the right to use and/or dispose of the same, are hereby expressly reserved by the District and neither the Contractor nor any subcontractor, nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or

make any claim thereto. The Contractor shall be permitted to use in the work without charge any such materials which meet the requirements of these Specifications.

42. Patents and Copyrights.

The Contractor shall hold and save the District, its officers, agents and employees, harmless from liability of any nature and kind, including costs and expense, for or because of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliances, manufactured, furnished, or used by him in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

43. Responsibility for Safe Storage.

The Contractor shall be responsible for the safe storage of the material furnished by or to him and accepted by him and intended for the work until it has been incorporated in the completed project. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times.

44. Completion.

When in the opinion of the Contractor, the work under this contract has been fully completed according to the plans and Specifications, he shall notify the Engineer. Upon such notification, the Engineer shall, within a reasonable time, make a field inspection of the work and shall satisfy himself by examination and such tests as may be necessary that the work has been fully and properly completed according to the plans and Specifications. If any deficiencies are found, the Engineer shall notify the Contractor of the measures to be taken to correct them. When all deficiencies, if any, are corrected to the satisfaction of the Engineer, the work shall be deemed completed and the date of such completion shall be used in computing the Liquidated Damages, if any, as set forth in Section 24.

45. Final Cleanup.

Upon completion of the work and before the final inspection and estimate is prepared, the Contractor shall, at his own expense, dispose of and remove from the vicinity of the work, all rubbish, unused materials and other items used under his direction during construction and perform cleanup to the satisfaction of the Engineer.

46. Responsibility for a Safe Place to Work.

46.1 The Contractor's attention is directed to Section 4 of these General Conditions entitled, "Indemnification of District."

46.2 The Contractor shall be responsible for the maintenance of a safe place to work and any safety in or about the work site. The Contractor shall be required to conform to all of the applicable Construction Safety Orders issued by the Division of Industrial Safety of the State of California.

46.3 The contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

46.4 In carrying out his work, the contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including

State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

46.5 The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local emergency response services shall be prominently displayed adjacent to telephones at the project site.

47. Public Convenience and Safety.

47.1 The Contractor shall provide for the protection of the traveling public. The Contractor shall be required to furnish and maintain safety devices and other measures required for the public safety, which devices and measures shall conform to the requirements of Section 21406 of the Vehicle Code, any sign manual and current standard specifications of the Division of Highways. The Contractor shall conduct his operation to avoid unnecessary interference with the flow of traffic along highways, streets, roads, etc., used for vehicular traffic. Where any highway, street, road, etc., used for vehicular traffic is required to be kept open, the Contractor shall be required to furnish and maintain warning signs, lights, barricades, flagmen and other safety devices and measures necessary to provide adequate protection of the traveling public. Such protection shall be at the sole expense of the Contractor. Any highway, street maintenance or repair work required by local authorities concerning necessary operation under this contract shall be performed by the Contractor at his sole expense.

47.2 Vehicular access to any driveway shall be maintained to the property line unless necessary construction precludes such access for reasonable periods of time.

47.3 Vehicular and pedestrian access to any fire hydrant shall be maintained at all times during the construction of the work.

48. Safety, Sanitary and Medical Requirements.

48.1 The Contractor, his employees and the subcontractors, if any, and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the District to the end that proper work shall be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

48.2 Contractor shall notify District in writing within twenty-four (24) hours should an employee, officer or agent of Contractor or subcontractor incur personal injury while present on District properties or employed by District. District shall be furnished copies of all medical reports or accident reports filed or required by any local state or federal agency or regulatory body.

49. Character of Workers.

49.1 None but skilled workers shall be employed on work requiring special qualifications. All equipment operators, pipelayers and jointers shall be well qualified and experienced in their work. All welding, however minor, shall be done by competent, certified welders, who have been qualified under Section IX of the

ASME Boiler and Pressure Vessel Code, API Publication 1104 or such other standard as may be satisfactory to the Engineer. The Engineer shall have the right any time to call for and witness the making of test specimens by any welding operator according to these standards, and the expense of such tests shall be borne by the Contractor. When required in writing by the Engineer, the Contractor, or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the District or any of its officers.

49.2 Enforcement of Order. The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of, intoxicating liquors or narcotics upon the work embraced in these Specifications or upon any of the grounds occupied or controlled by him in connection with such works.

50. Subcontracts.

50.1 Subcontracts will be permitted subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the main contract. Individual subcontractors or members of contracting or subcontracting organizations personally engaged upon the work shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to, wages, hours of work, character of workers and certified payrolls.

50.2 Reference is hereby made to the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act," which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be subject to the consequences named in Sections 4110 and 4111 of said Act in event of his violation thereof. Each bidder shall, in his bid or offer, set forth: (1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and (2) The portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in his bid. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same one-half of one percent of the Contractor's total bid, the Contractor agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

51. Access to the Site and Haul Routes.

51.1 The Contractor shall make his own investigation of the condition of available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the job site. The unavailability of

transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's own responsibility to construct and maintain, at his own expense and at his own risk, any haul roads, access roads, bridges, or drainage structures required for construction operations.

51.2 The use of existing roads (public or private) shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic.

51.3 The hauling of sand, gravel, asphalt or other intra job hauling, over public highways, roads or bridges, shall be in compliance with the applicable regulations and shall be such as to minimize interference with or congestion of local traffic.

51.4 The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

52. Irregular Hours.

52.1 When any work is to be performed at a time other than regular working hours, the Engineer shall be given advance notice. Irregular working hours shall be defined as follows, except for certain specialized jobs and circumstances:

52.1.1 Before 6:00 a.m. Monday through Sunday.

52.1.2 After 12:00 a.m. Monday through Sunday.

52.1.3 District's Holidays.

52.2 The Contractor will be exempt from this provision only for such work as required by the Specifications to be completed at other than working hours.

53. Eight-hour Law.

In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California eight (8) hours constitute a legal day's work. The Contractor shall forfeit, as a penalty to the District, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him: for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay as provided in said Section 1815. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him concerning the contract. The records shall be kept open at all reasonable hours to inspection by the District and the Division of Labor Law Enforcement.

54. Payment of Wages.

The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay

days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

55. Prevailing Rate of Per Diem Wages.

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this contract, as determined by the District and as set forth in the schedule of such wages currently on file in the District office, shall be paid to all workers employed on such work by the Contractor or by any subcontractor doing or contracting to do any part of said work. The Contractor shall comply with Labor Code Section 1775. According to said Section 1775, the Contractor shall forfeit, as a penalty to the District, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him in connection with the contract. The records shall be kept open at all reasonable hours to inspection of the District and the Division of Labor Law Enforcement.

56. Unpaid Claims.

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims may be filed as prescribed by Section 3184 of the Civil Code, any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to one and one-fourth times the amount of said claim, said moneys shall not thereafter be withheld due to such claim.

57. Monthly Cost Estimates - Progress and Final Progress Payment.

57.1 The Contractor shall submit, by the third calendar day of each month on a form acceptable to the District, his estimate of the amount and value of all acceptable work and any extra work or changes approved by the District, up to the last day of the preceding calendar month, for the District's approval; and the Contractor will request a progress payment for the work completed thereof.

57.2 A deduction of five (5) percent shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due the District from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the District under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the

remainder shall constitute the progress payment for that month. Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

57.3 Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts, if any, withheld by the District to ensure performance under this contract shall be deposited with the District. The District shall pay such moneys to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

57.4 The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereto, the Engineer will forward the approved estimate to the Administrative Services Manager for payment of the progress or final progress payment within ten (10) days thereafter.

57.5 In the event that the Contractor and the District cannot mutually agree as to the amount and value of any item of work in the progress payment, the District will authorize payment of that portion of the progress and final progress payment to which the Contractor and the District have mutually agreed.

57.6 The Contractor shall file with the District, within five (5) calendar days after the Engineer has issued written notice of the disputed items to the Contractor, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

57.7 Upon receipt of the Contractor's written statement, the General Manager shall investigate and consider the items of disagreement or dispute and render a decision thereon within a reasonable time, which decision shall be conclusive.

57.8 In the event that the Contractor disagrees with the General Manager's decision, the Contractor's cost to the Contract for the delay in receiving the disputed balance of any progress or final progress payment, may be an item for arbitration according to Section 65 of the General Conditions.

57.9 In the event the contract or any part thereof shall be suspended as provided in Section 21, the retained percentage as provided in Section 58(b) shall become the sole and absolute property of the District to the extent necessary to repay the District any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payment upon progress estimates or otherwise shall thereafter be made to the Contractor for the work covered by said notice until completion of work and final settlement.

57.10 The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may be entitled to under the contract because of his failure to comply with the Specifications.

58. Final Cost Statement.

58.1 Final Cost Statement is a document which summarizes all of the Contractor's earnings under this contract and any amounts due the District from the Contractor, and from which the final payment is made.

58.2 Upon completion of all of the work to be performed under this contract as set forth in Section 45, the Contractor shall submit for approval by the District in a form satisfactory to the District the amount and value of all acceptable work, and all extra work or changes approved by the District.

58.3 The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereof, this District will prepare the Final Cost Statement document which shall be submitted to the Contractor for his acceptance and signature.

58.4 Upon endorsement by the Contractor of the Final Cost Statement, the District shall accept the work and authorize the final payment according to Sections 61 and 62 hereof.

59. Disputed Final Payment.

59.1 In the event that the Contractor and the District cannot mutually agree as to the amount and value of the work, as set forth in this Final Cost Statement, the District will prepare the Final Cost Statement based upon the Engineer's determination of the amount and value of the work to which this Contractor may be entitled. Upon receipt of this Final Cost Statement, the Contractor shall file with the District within five (5) calendar days thereafter, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

59.2 The Board reserves the right to accept the work and file the necessary Notice of Completion.

59.3 The Board shall investigate and consider the items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.

59.4 The District will authorize payment of that portion of the Final Cost Statement to which the Contractor and the District have mutually agreed according to Section 58 hereof. Reference is made to Section 64 of these General Conditions.

60. Acceptance.

Upon endorsement by the Contractor of the final cost statement, the Engineer shall prepare a memorandum of completion to advise the Board that the work has been satisfactorily completed and is ready for acceptance. At its next succeeding meeting, the Board shall consider acceptance of the work, and upon acceptance, shall authorize payment to the Contractor.

61. Final Payment.

61.1 At the end of thirty-five (35) days after filing the notice of completion, as set forth above, the total balance due the Contractor, or in case of a dispute, any portion of the total balance which has been mutually agreed is not in dispute, if unencumbered, or any part thereof unencumbered, shall be paid provided that a guarantee bond shall have been filed with the District.

61.2 For the purposes of this section, unencumbered balance means that portion over and above the face amount of all the stop notices on file with the District plus 25 percent of the face amount for potential interest and the cost of litigation as provided for in the Civil Code Section 3186-7.

62. Final Payment Terminates Liability.

62.1 The acceptance by the Contractor of the final payment aforesaid shall be a release to the District and its agents from all claim liability to the Contractor for anything done related to the work or for any act or neglect of the District related to the work, except the claim against the District for the remainder, if any, of the amounts kept or retained as hereinbefore provided.

62.2 No agent of the District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay

any money, except as specifically provided in the contract.

63. Releases.

63.1 Prior to payment of the final progress payment, the District may require the Contractor to obtain releases from each of the subs, material suppliers, equipment rental firms and employees, whether or not any have filed a preliminary notice with District, who have performed any work for the Contractor under this contract for which any payment may be warranted.

63.2 Releases shall be submitted in a form approved by the District. Conditional releases may be unacceptable and acceptance thereof will be at the discretion of the District.

64. Disputes Settled by Arbitration.

In the event there is a dispute between the parties as to any of the terms and conditions of this agreement, including but not limited to the accounting rendered by the District, and said dispute cannot be resolved according to Section 59 of these General Conditions, the dispute shall be submitted to arbitration before a single arbitrator agreed to by the parties or failing such agreement appointed by the American Arbitration Association and resolved according to Article 1.5 of the Public Contract Code. Regardless of the manner of appointment of said arbitrator, the arbitration shall be conducted according to the then prevailing rules of the American Arbitration Association for commercial arbitration, except that each party shall bear their own costs and attorney's fees which they incur.

64.1 As required under Section 20104, et seq., of the California Public Contract Code (Stats. of 1990), any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by District shall be processed in accordance with the provisions of said Section 20104, et seq., related to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

64.2 A single written claim shall be filed under this Article prior to the date of final payment for all demands resulting out of the Contract.

64.3 Within thirty (30) days of the receipt of the claim, District may request additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

64.4 Unless further documentation is requested, District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, District shall respond within the same amount of time taken by Contractor to respond, or fifteen (15) days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by District, District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

64.5 If the Contractor disputes District's response, or District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on District within fifteen (15) days after the deadline of District to respond or within fifteen (15) days of District's response, whichever occurs first. District shall schedule the meet and confer conference within thirty

(30) days of the request.

64.6 If following the meet and confer conference the claim or any portion remains in dispute, the claimant may pursue the remedies authorized by law. For purposes of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

END OF PART B

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PART C

SPECIAL CONDITIONS

1. Requirement. The work to be performed under this contract shall consist of furnishing all plans, tools, materials, supplies and manufactured articles and for furnishing all transportation, services, including fuel, power and water, and essential communications and the performance of all labor, work or other operations required for the fulfillment of the contract in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during the construction in explanation of said drawings. The work shall be complete, and work, materials and services not expressly called for in the specifications or not shown on the drawings which may be necessary for complete and proper construction to carry out the contract in good faith shall be performed, furnished and installed by the Contractor at no increase in cost to the District.

2. General Description.

(a) The project consists of clearing out the forebay (stilling basin) to a baseline by removal of approximately 50,000 cubic yards of material, placing the excavated material in the designated downstream area, removal of plant debris, and complying with the mitigation measures outlined in the permits and/or agreements with permitting agencies.

(b) The project is located at Robles Diversion Facility, at the northerly end of Rice Road, Meiners Oaks, Ventura County, State of California. The site is accessible through a locked gate.

3. Beginning and Completion of the Work. The Contractor shall begin the work within seven (7) calendar days after execution of the date on the "Notice to Proceed". All work within the Forebay shall be completed no sooner than August 15, 2019 and no later than September 30, 2019.

4. Access to the Site and Haul Routes.

(a) The Contractor shall make their own investigation of the condition of the available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements and other limitation that affect or may affect transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitation thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's responsibility to construct and maintain, at their own expense and at their own risk, any haul roads, access roads, bridges or drainage structures required by construction operations.

(b) Existing Public or Private Roads. The use of existing roads shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by Contractor-generated traffic. It shall be the Contractor's responsibility to satisfy all lawful demands for repair of damage to existing roads caused by contract-generated traffic and barricade public access to project sites.

(c) Haul Routes. The hauling of sand, gravel, earth materials or other intra-job hauling over public highways, roads or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic. Temporary haul routes may be constructed through the basin. Access to the basin shall be from the designated area or as allowed by the permits and approved by the Engineer. Said temporary routes shall be removed and side slopes restored upon completion of hauling material. Routes shall be presented to the Engineer, in plan, prior to their creation, and modified as directed by the Engineer.

(d) Cost. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

5. Contract Drawings. The Contractor's attention is directed to Section 2 of the General Conditions of these Specifications. When deemed necessary by the Engineer, additional detailed drawings will be furnished to the Contractor during the progress of the work. The Contractor will be furnished three copies of the contract drawings and specifications. Additional copies may be purchased at the cost of reproduction. The contract drawings are further identified as follows:

Sheet	Drawing No.	Title
1	G-1	Title Sheet
2	G-2	Site Plan
3	C-1	Excavation Plan
4	C-2	Grading Plan
5	C-3	Cross Sections - Excavation
6	C-4	Cross Sections – Excavation and Backfill
7	C-5	Cross Sections - Backfill

6. Permits. The District has or will obtain permits from the Corps of Engineers, State Department of Fish and Wildlife, and Regional Water Quality Control Board. Said permits/agreements are attached to these specifications in Appendix A. Because permits/agreements with the regulating agencies have parts which extend outside of the scope of the restoration work to be performed by the Contractor, the following is a summary of, but is not limited to, those specific conditions for which the Contractor is responsible.

Contractor Sections:

Appendix A - California Department of Fish and Wildlife (previously CDFG): 2-4, 7-17, 19-54 (based on 2005 permit)

Appendix B - Corps. of Engineers - Special Conditions - 2, 3, 4, 5, 6,

Appendix C – California Regional Water Quality Control Board - Additional Conditions – 2-11, (based on 2005 permit)

The work specified by each section is made a part of the scope of work of these specifications. The Contractor shall be responsible for each of the above listed items and coordinating with the District and the permitting agency.

7. Explosives and Blasting. The use of explosives on the work is not permitted.

8. Water and Power. The Contractor will be required to make their own arrangements for water and power they may require during construction of the project. If water is obtained from existing District facilities, the water will be furnished free of charge, but the Contractor shall be required to use the water through temporary metering facilities.

9. Project Mitigation Measures. The Contractor shall be required to comply with the following mitigation measures during the course of the project:

(a) Dust Abatement. Dust abatement shall be required and the Contractor shall provide equipment to water the construction site when required to preclude problems arising from dust created by their construction operations or when directed by the Engineer. Dust abatement shall be at the expense of the Contractor. Dust abatement shall consist of applying either water or dust palliative, or both, on the affected areas in order to control the dust caused by the construction activities. Water application shall not result in the ponding or runoff of water. The Contractor shall provide whatever equipment, materials, tools and labor are necessary to maintain an effective dust control operation acceptable to the Engineer at their sole expense. The Contractor may NOT use water from the river for dust abatement.

(b) Cost. The cost of all applications of the mitigation measures described in this paragraph shall be included in the prices bid in the schedule for other items of work.

10 Cooperation with Others. The Contractor shall conduct their activities in such a manner as to not interfere with the District's operation of the Robles Diversion Facility nor with other contractors who may be performing work on or near District facilities.

11. Construction Surveys.

(a) Reference is made to Section 34 of the General Conditions.

(b) The Contractor shall also establish two benchmarks within the work area for the Contractor's use at locations designated by the Contractor. Construction survey and staking required by the Contractor shall be done at their sole expense. The District, at its discretion or prior to the occurrence of a significant rainfall event, shall survey cross sections of the basin to determine compliance with excavation grades and/or percentage of soil material removed from the basin area.

(c) The Contractor shall protect the staking and survey markers shown on the contract drawings to be protected. If damaged, the Contractor shall replace at their sole expense.

12. Diversion and Control of Water.

(a) Runoff from the watershed is rapid and during periods of rain, intermittent freshets may be expected. It shall be the responsibility of the Contractor for diversion of channel flows. The channel flows will include water originating upstream of the work, water from side drains and from channels adjacent to the work site, and will be in addition to any and all groundwater originating within the work area.

(b) The diversion of both the peak flows and the continuous low flow shall be accomplished in such a manner that no ponding of the flows shall occur within the limits of construction or in the existing

streambeds upstream of the limits of construction. The Contractor is responsible for control of turbidity entering waters from the project site and leaving the project site, during the construction period, but shall comply with the requirements of the permits.

(c) The channels shall be unobstructed for all flood flows during the course of the work.

(d) The location and depth of any drainage ditch or stream relocation shall be subject to approval of the Engineer. Special precautions shall be taken to avoid impairing the permanent sub-grade. Any excavation below invert sub-grade shall be refilled with compacted fill by and at the expense of the Contractor.

(e) In the event of an emergency river flow condition, the Contractor shall follow the directions of the District as to the diversion and control of water. The District shall notify the Contractor in writing of any emergency river flow conditions.

(f) In the event surface water is present, the Contractor will be required to submit a water diversion plan to the District for review before construction begins. Upon District approval, the Contractor shall implement the diversion plan. Once water is successfully being diverted with no impact on water quality, the Contractor can begin work. Any additional permits required for water diversion shall be obtained by the Contractor.

(g) In the event groundwater is present, the Contractor will be required to submit a water discharge plan to the District for review before construction begins. Upon District approval, the Contractor shall implement the discharge plan. Once water is successfully being discharge with no impact on water quality, the Contractor can begin work. Any additional permits required for groundwater dewatering shall be obtained by the Contractor.

13. Keys to District Facilities. The Contractor will be given a key or keys as necessary to open the entrance gate at Rice Road. The Contractor shall not be permitted to cut additional keys. At the completion of the work, the key or keys shall be returned to the District promptly. If the key or keys are not returned, a sum of fifty dollars (\$50.00), the cost of new locks and keys shall be deducted from the Contractor's final payment.

14. Excavation of Basin. The Contractor shall excavate and grade to the elevation limits specified by the plans for each cross section and uniformly grade the sloping basin between each cross section. The Contractor shall take special precautions to avoid over-excavation of the subgrade. Any over excavation below subgrade shall be refilled with compacted soil fill by and at the expense of the Contractor.

15. Environmental Training. Prior to start of construction, all Contractor's employees shall attend a two-hour Worker Environmental Awareness Program. The training will be sponsored by the District and shall take place at the District office.

END OF PART C

PART D
MEASUREMENT AND PAYMENT

1. General. This section defines bid item prices and the manner in which they will be used to determine measurement and payment for all items included in the bid sheet.

2. Bid Item Prices Required.

(a) In the Bidding Sheet of the Proposal form, each Bidder shall quote unit prices for the appropriate items of work in the units stated in the Bidding Sheet form. Failure to quote on each unit price item may cause rejection of the Bidder's entire bid at the discretion of the District.

(b) The unit prices as described herein for those bid items which are bid on a lump sum basis shall be equivalent to the "amount" price. Only the "amount" price need be completed on the items which are specifically stated on the Proposal form in lump sum units.

3. Unbalanced Prices. Proposed bid item prices which are so unbalanced as to be detrimental to the District's interests may be rejected, or cause rejection of the Bidder's entire bid, at the discretion of the District.

4. Costs Included. Each proposed bid item price shall cover all costs and charges, including, without limitation, the costs of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit and taxes. Quoted unit prices shall be the exact amount per unit to be applied to the units of work actually provided for the purpose of establishing the payment due the Contractor.

5. Quoted Bid Item. Prices accepted by the District shall be held good and in effect until the work is completed and accepted by the District, unless modified by change order.

6. Measurement and Payment.

(a) This section defines the manner and method of measurement and payment for all items included in the contract.

(b) Compensation for all plants, equipment, tools, materials, labor, service, permits and all other items required to complete the work in conformity with the contract documents will be included in the payment provided in this section, unless specifically excluded. No other compensation will be made except for the items listed on the bid sheet. Work for which no separate payment has been provided, will be considered as a subsidiary obligation of the Contractor, and the cost therefor shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the Engineer.

- (c) Bid Item No.1 - Excavate 50,000 Cubic Yards of Material, Place Fill and Grade.
- (1) Measurement shall be based on a lump sum basis. Payment based upon such measurement shall constitute full compensation for excavating material, placing fills, placing and grading material in designated areas, debris removal and disposal grading, permit/agreement requirements, and all other related or appurtenant work and actions to meet the requirements of the permit conditions.
 - (2) In the event the District terminates the Contract, measurement shall be based on the field survey measurements that shall be converted to a percentage of soil material removed from the basin and level of work completion performed by the Contractor for debris removal and appurtenant work. Payment shall be based on the percentage, as determined by the measurement applied to the total lump sum bid cost for Bid Item No. 1 provided by the Contract proposal. Payment based on said measurement shall constitute full compensation for completed work specified for Bid Item No.1.
- (d) Bid Item No.2 – Construction Dewatering of Groundwater.
- (1) Measurement shall be based on a lump sum basis. Payment based upon such measurement shall constitute full compensation for controlling groundwater, permit/agreement requirements, and all other related or appurtenant work and actions to meet the requirements of the permit conditions.
 - (2) In the event the District terminates the Contract, measurement shall be based on a field survey measurements that shall be converted to a percentage of work completion performed by the Contractor for work associated with construction dewatering of groundwater. Payment shall be based on the percentage, as determined by the measurement applied to the total lump sum bid cost for Bid Item No. 2 provided by the Contract proposal. Payment based on said measurement shall constitute full compensation for completed work specified for Bid Item No.2.
- (e) Bid Item No.3 –Surface Water Diversion.
- (1) Measurement shall be based on a lump sum basis. Payment based upon such measurement shall constitute full compensation for controlling surface water, permit/agreement requirements, and all other related or appurtenant work and actions to meet the requirements of the permit conditions. Contractor shall obtain surface water diversion permit(s) from agencies having jurisdiction.

- (2) In the event the District terminates the Contract, measurement shall be based on a field survey measurements that shall be converted to a percentage of work completion performed by the Contractor for work to divert surface water. Payment shall be based on the percentage, as determined by the measurement applied to the total lump sum bid cost for Bid Item No. 3 provided by the Contract proposal. Payment based on said measurement shall constitute full compensation for completed work specified for Bid Item No.3.

END OF PART D

PART E – DRAWINGS

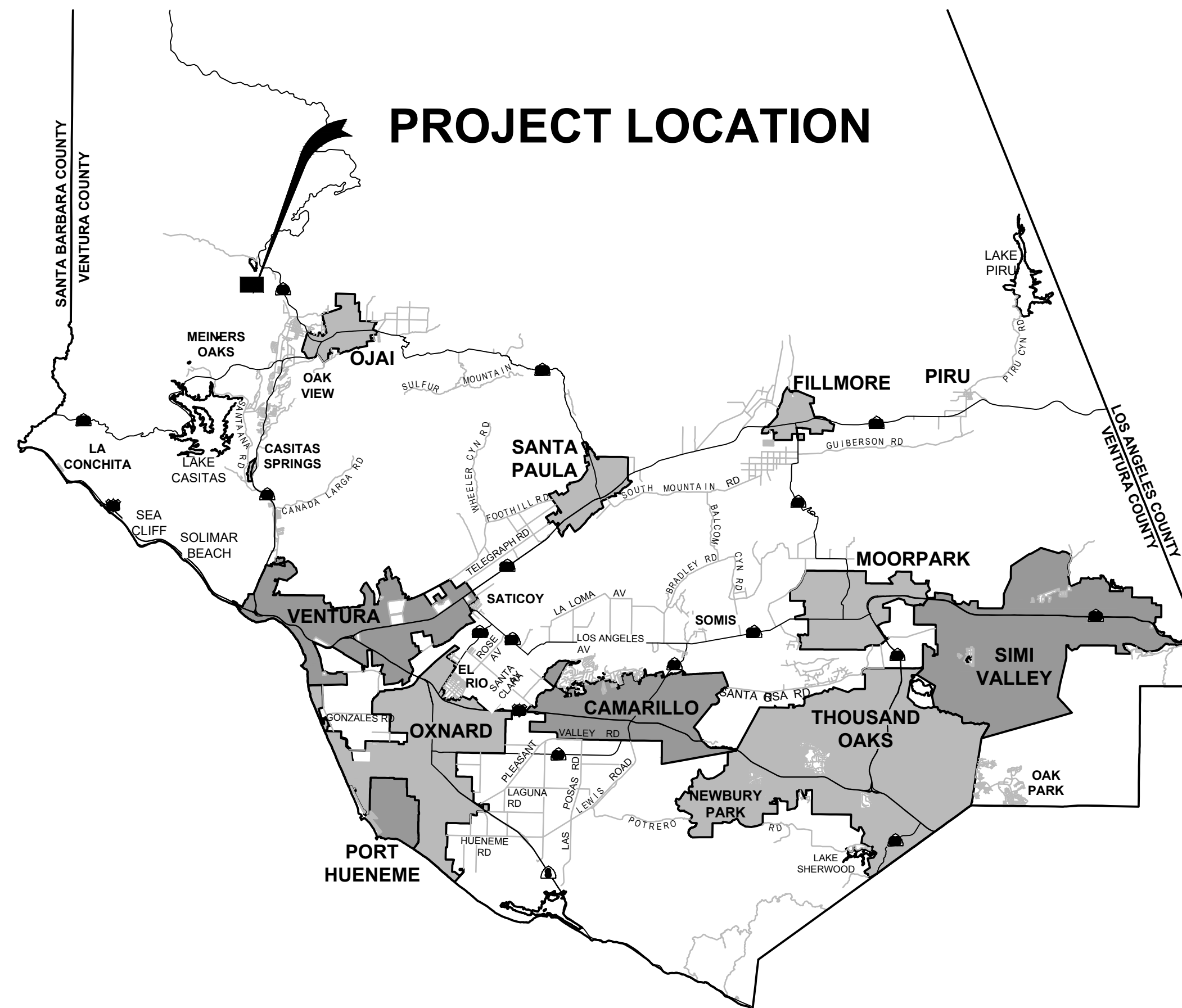
Sheet	Drawing No.	Title
1	G-1	Title Sheet
2	G-2	Site Plan
3	C-1	Excavation Plan
4	C-2	Grading Plan
5	C-3	Cross Sections - Excavation
6	C-4	Cross Sections – Excavation and Backfill
7	C-5	Cross Sections - Backfill



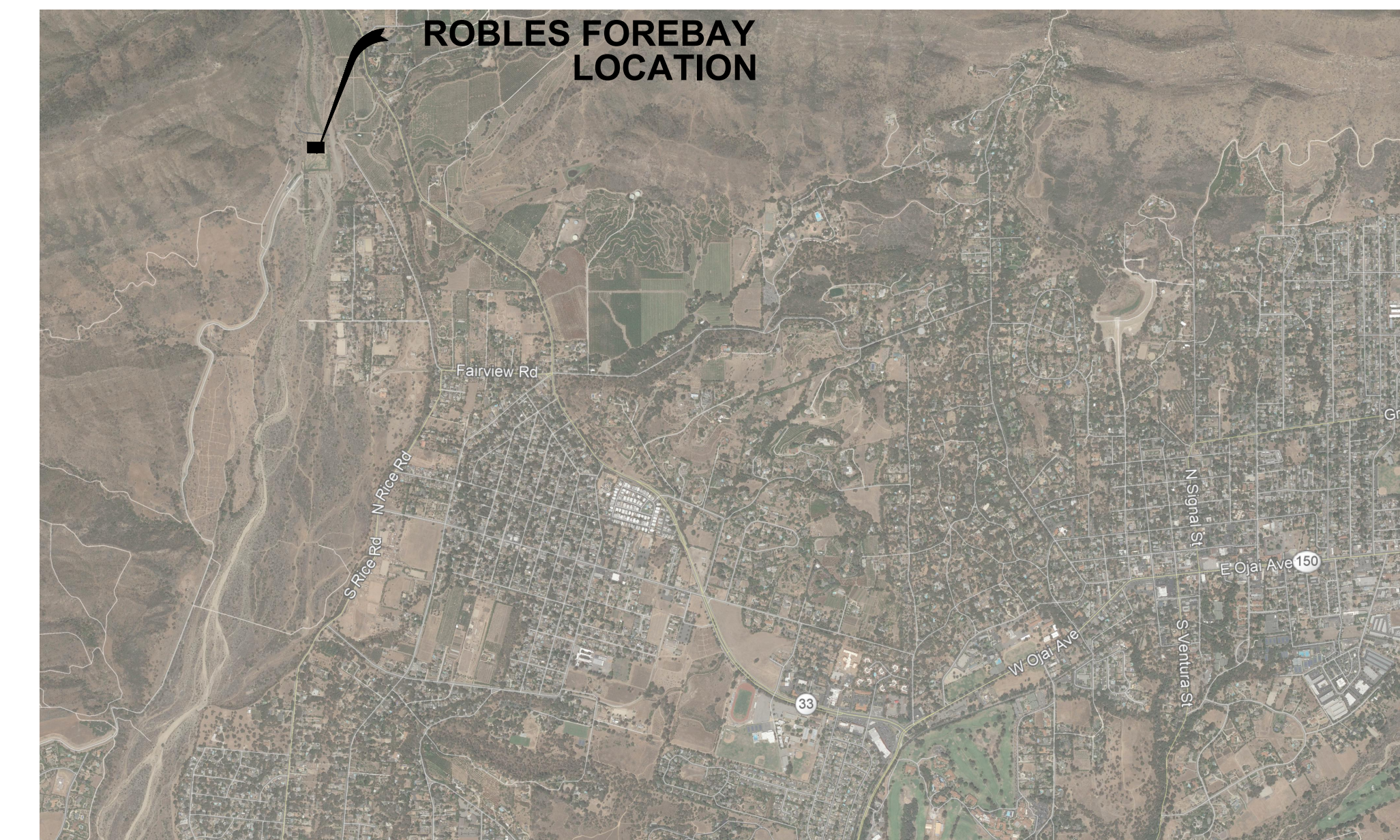
ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415

MAY 2019

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G-01	TITLE SHEET
2	G-02	SITE MAP
3	C-01	EXCAVATION PLAN
4	C-02	BACKFILL PLAN
5	C-03	EXCAVATION CROSS SECTIONS
6	C-04	EXCAVATION/BACKFILL CROSS SECTIONS
7	C-05	BACKFILL CROSS SECTIONS



VICINITY MAP
NOT TO SCALE



LOCATION MAP
1"=2,000'

ABBREVIATIONS

- CL CENTERLINE
- CONST CONSTRUCT
- CONT CONTINUE
- DIA. DIAMETER
- EL. ELEVATION
- ELECT ELECTRICAL
- EP EDGE OF PAVEMENT
- EXIST. EXISTING
- EX EXISTING
- EXT EXTENSION
- FG FINISH GRADE
- FLEX FLEXIBLE
- HDG HOT DIPPED GALVANIZED
- INSTAL. INSTALLATION
- L LENGTH
- NTS NOT TO SCALE
- OC ON CENTER
- OD OUTER DIAMETER
- PROP PROPOSED
- R RADIUS
- SCHD SCHEDULE
- SPECS SPECIFICATIONS
- SQ SQUARE
- STA STATION
- STL STEEL
- STRUCT STRUCTURE
- TEL TELEPHONE
- T.O.P. TOP OF PIPE
- TYP TYPICAL
- TC TOP OF CONCRETE
- VC VICTAULIC COUPLING
- W WATER

DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG



Know what's below.
Call before you dig.

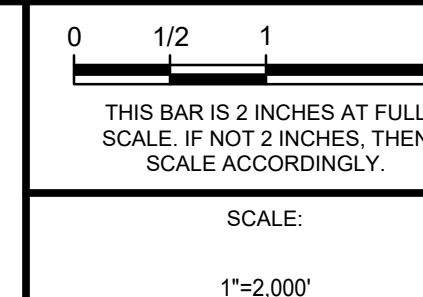
UNDERGROUND SERVICE ALERT (USA) OF SOUTHERN CALIFORNIA

REV	DATE	BY	DESCRIPTION



DESIGNED:	TE
DRAWN:	VC
CHECKED:	JA
QA/QC:	
CONSTRUCTABILITY:	

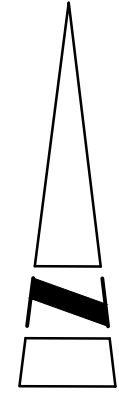
PROJECT ENGINEER: _____ DATE _____
R.C.E. EXP.



ROBLES FOREBAY RESTORATION

TITLE SHEET

SPECIFICATION NUMBER	19-415
DRAWING NUMBER	G-01
SHEET NUMBER	1 OF 7



ROBLES FOREBAY RESTORATION SITE MAP

PLAN VIEW - 1"=150'

GENERAL NOTES:

1. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC)", "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)", CASITAS MUNICIPAL WATER DISTRICT STANDARDS, AND THE CONTRACT DOCUMENTS.
2. NOTIFY THE DISTRICT'S REPRESENTATIVE AND ALL OTHER PARTIES REQUIRED BY THE CONTRACT DOCUMENTS AT LEAST FIVE (5) DAYS PRIOR TO THE START OF WORK.
3. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA - U.S.A. AT 811) WHICH REQUIRES UTILITY OWNERS MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR FACILITIES. TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
4. DURING ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, OBSERVE, FOLLOW, AND IMPLEMENT ALL THE REQUIREMENTS OF APPLICABLE PERMITS AND KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. ALSO ABATE DUST NUISANCE BY CLEANING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE DISTRICT'S REPRESENTATIVE THROUGHOUT THE CONSTRUCTION OPERATION.
5. MAINTAIN A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE DISTRICT. COORDINATE TRANSFERRING "AS-BUILT" INFORMATION ON THE CONTRACT DRAWINGS AND DELIVER THE CERTIFIED "AS-BUILT" PLANS TO THE DISTRICT BEFORE THE RELEASE FOR FINAL ACCEPTANCE OF THE PROJECT SHALL BE FILED.
6. EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES, UTILITY FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY TO REMAIN. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS, OR STREETS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT'S REPRESENTATIVE.
7. DESIGNATE AND KEEP ON THE PROJECT AT ALL TIMES A COMPETENT SUPERINTENDENT WHILE WORK IS BEING PERFORMED WHO SHALL NOT BE REPLACED WITHOUT A WRITTEN NOTICE TO THE DISTRICT'S REPRESENTATIVE. THE SUPERINTENDENT WILL BE THE CONTRACTOR'S REPRESENTATIVE AT THE SITE AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. DURING PERIODS WHEN THE WORK IS SUSPENDED, MAKE APPROPRIATE ARRANGEMENTS FOR ANY EMERGENCY WORK WHICH MAY BE REQUIRED.
8. UNTIL THE ACCEPTANCE OF THE WORK, THE RESPONSIBLE CHARGE AND CARE OF THE WORK AND OF THE MATERIALS TO BE USED THEREIN (INCLUDING MATERIALS FOR WHICH THE CONTRACTOR HAS RECEIVED PARTIAL PAYMENT) SHALL LIE WITH THE CONTRACTOR. THE CONTRACTOR SHALL BEAR THE RISK OF INJURY, LOSS, OR DAMAGE TO ANY PART THEREOF BY THE ACTION OF ELEMENTS OR FROM ANY OTHER CAUSE, WHETHER ARISING FROM THE EXECUTION OR FROM THE NON-EXECUTION OF THE WORK.
9. EXCAVATE AND GRADE TO THE ELEVATION LIMITS SPECIFIED BY THESE DRAWINGS FOR EACH CROSS SECTION AND UNIFORMLY GRADE THE SLOPING BASIN BETWEEN EACH CROSS SECTION.
10. TAKE SPECIAL PRECAUTIONS TO AVOID OVER-EXCAVATION OF THE SUBGRADE. ANY OVER-EXCAVATION BELOW SUBGRADE SHALL BE REFILLED WITH COMPACTED SOIL BY AND AT THE EXPENSE OF THE CONTRACTOR.
11. OVERHEAD UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL USE DUE CARE WHEN WORKING NEAR OR UNDER SAID UTILITIES AND SHALL PROTECT IN PLACE.
12. THE CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, INCLUDING DRAWINGS AND SPECIFICATIONS, AT THE JOB SITE WHILE ANY WORK IS BEING CONDUCTED.
13. ALL FIELD CONDITIONS SHALL BE BROUGHT BACK TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
14. THE COMPLETE JOB SHALL PRESENT A WORKMANLIKE FINISH.

SUMMARY OF WORK:

1. EXCAVATING MATERIAL UPSTREAM OF TIMBER CUT-OFF WALL, PLACING OF FILL DOWNSTREAM OF TIMBER CUT-OFF WALL, DEBRIS REMOVAL AND DISPOSAL, GRADING, CONTROLLING AND DIVERTING WATER, REQUIREMENTS OF PERMITTING AGENCIES.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs) IN ACCORDANCE WITH THE CURRENT CASQA CONSTRUCTION BMP HANDBOOK.
2. AN EMPLOYEE TRAINING PROGRAM SHALL BE IMPLEMENTED. ALL EMPLOYEES SHALL BE TRAINED TO PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES AND APPROPRIATE MEASURES TO TAKE IF A SPILL OCCURS.
3. SWEEP WITH WATER SWEEPERS ALL PAVED ROADS ON ADJACENT STREETS IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT STREETS, WHEN DIRECTED BY THE DISTRICT.

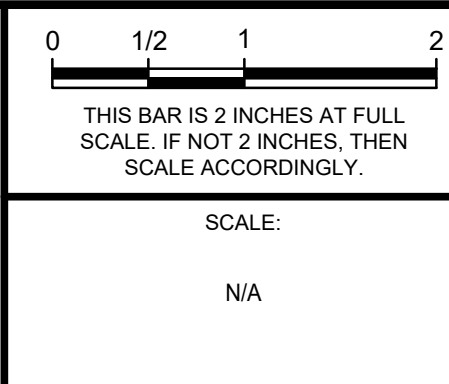
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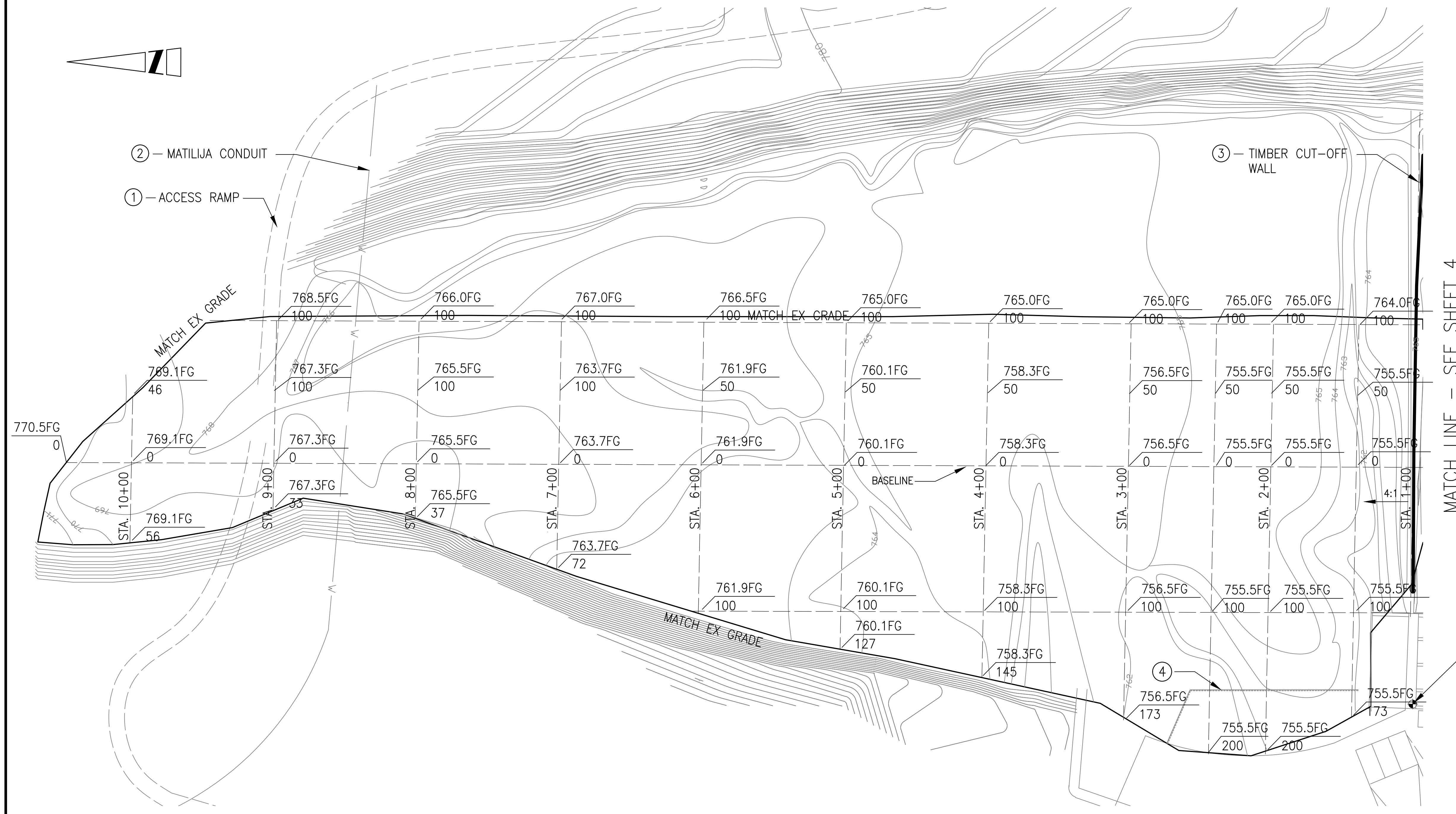
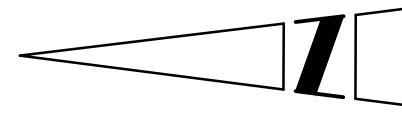


DESIGNED:	TE
DRAWN:	VC
CHECKED:	JA
QA/QC:	
CONSTRUCTABILITY:	

PROJECT ENGINEER: _____ DATE: _____
R.C.E. EXP.

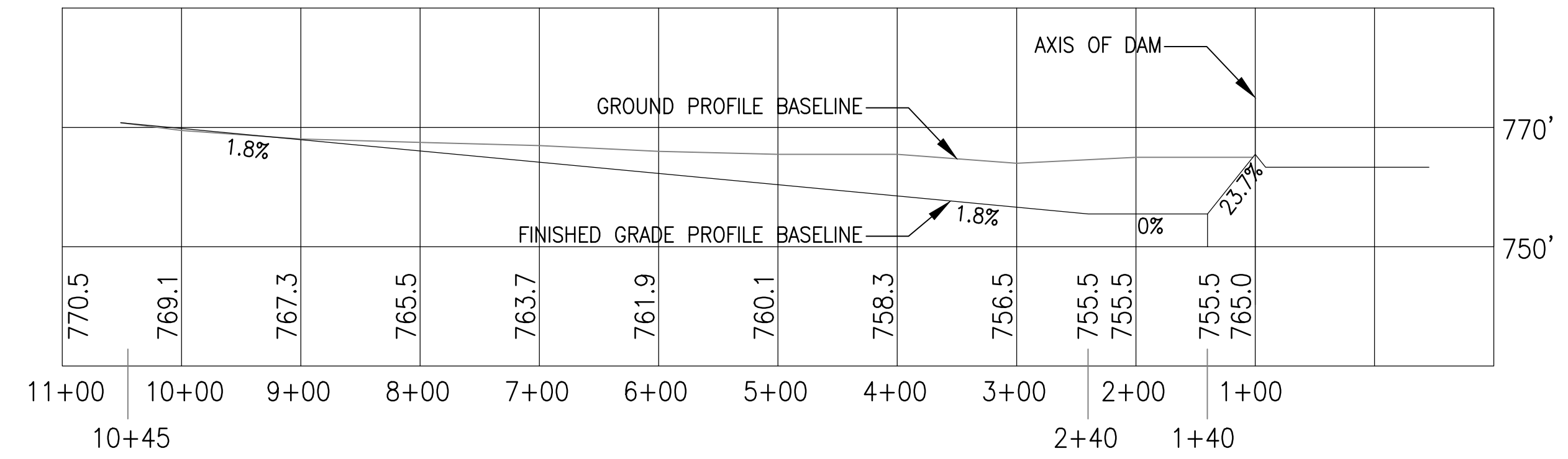


ROBLES FOREBAY RESTORATION		SPECIFICATION NUMBER 19-415
SITE MAP		DRAWING NUMBER G-02
		SHEET NUMBER 2 OF 7



- CONSTRUCTION NOTES:**
- ① ACCESS RAMP FOR CONTRACTOR.
 - ② 50-TON LOAD LIMIT OVER PIPELINE IN BASIN. APPROXIMATE T.O.P. ELEVATION 758 FT.
 - ③ EXISTING TIMBER CUT-OFF WALL TO BE PROTECTED IN PLACE.
 - ④ EXISTING TRASH BARRIER TO BE PROTECTED IN PLACE. COORDINATE WITH DISTRICT TO GAIN ACCESS FOR EXCAVATION.
 - ⑤ EXISTING SURVEY MONUMENT TO BE PROTECTED IN PLACE.

ROBLES FOREBAY EXCAVATION AREA
 PLAN VIEW - 1"=40'



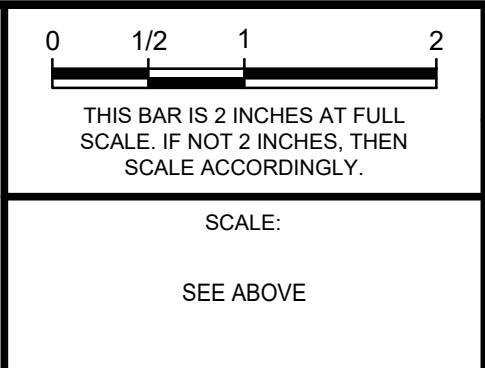
CROSS - SECTION OF BASELINE
 SCALE: H: 1"=100' V: 1"=20'

REV	DATE	BY	DESCRIPTION



DESIGNED:	TE
DRAWN:	VC
CHECKED:	JA
QA/QC:	
CONSTRUCTABILITY:	

PROJECT ENGINEER: _____ DATE: _____
 R.C.E. EXP.

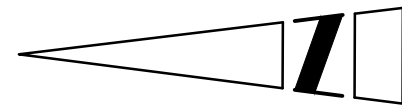


ROBLES FOREBAY RESTORATION

EXCAVATION PLAN

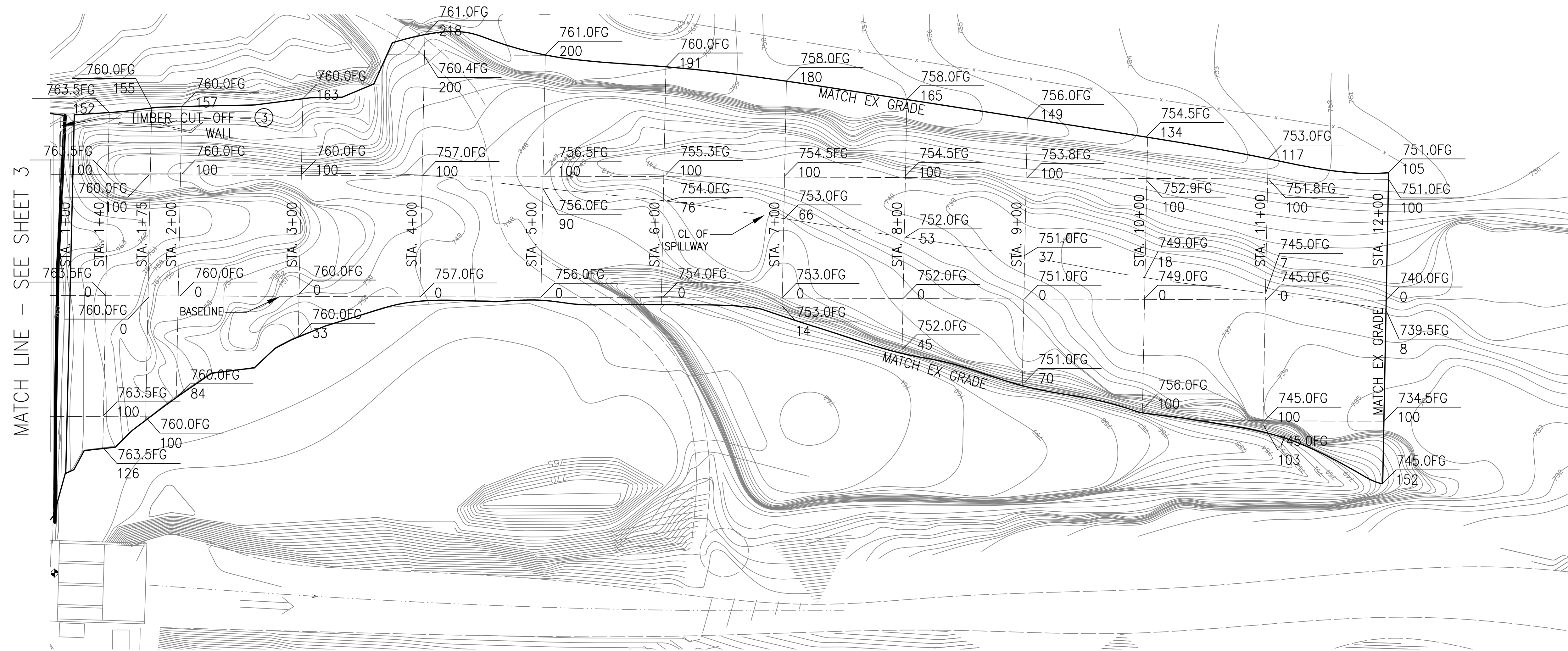
SPECIFICATION NUMBER	19-415
DRAWING NUMBER	C-01
SHEET NUMBER	3 OF 7

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CONSTRUCTION NOTES:

- ① EXISTING TIMBER CUT-OFF WALL TO BE PROTECTED IN PLACE.



ROBLES FOREBAY DEPOSIT AREA

PLAN VIEW - 1"=50'

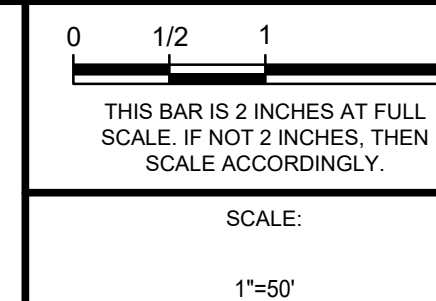
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REV	DATE	BY	DESCRIPTION



DESIGNED:	TE
DRAWN:	VC
CHECKED:	JA
QA/QC:	
CONSTRUCTABILITY:	

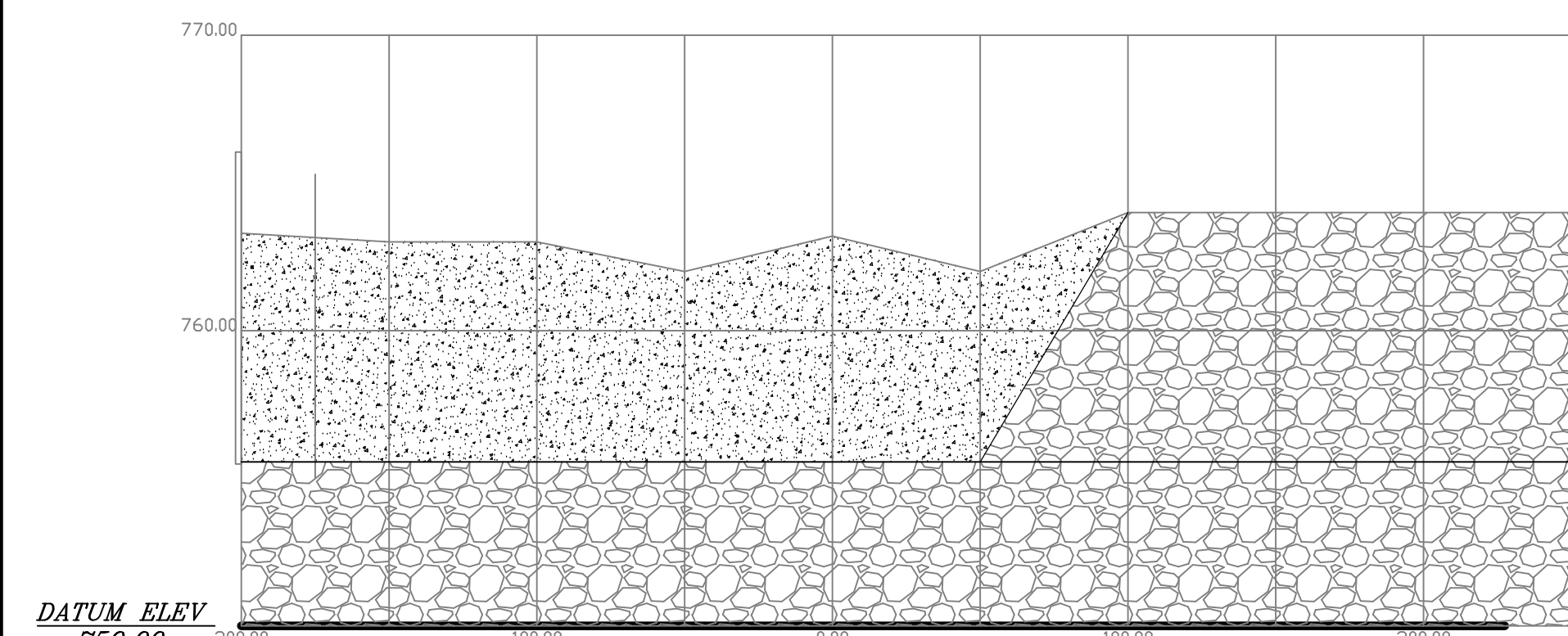
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ROBLES FOREBAY RESTORATION

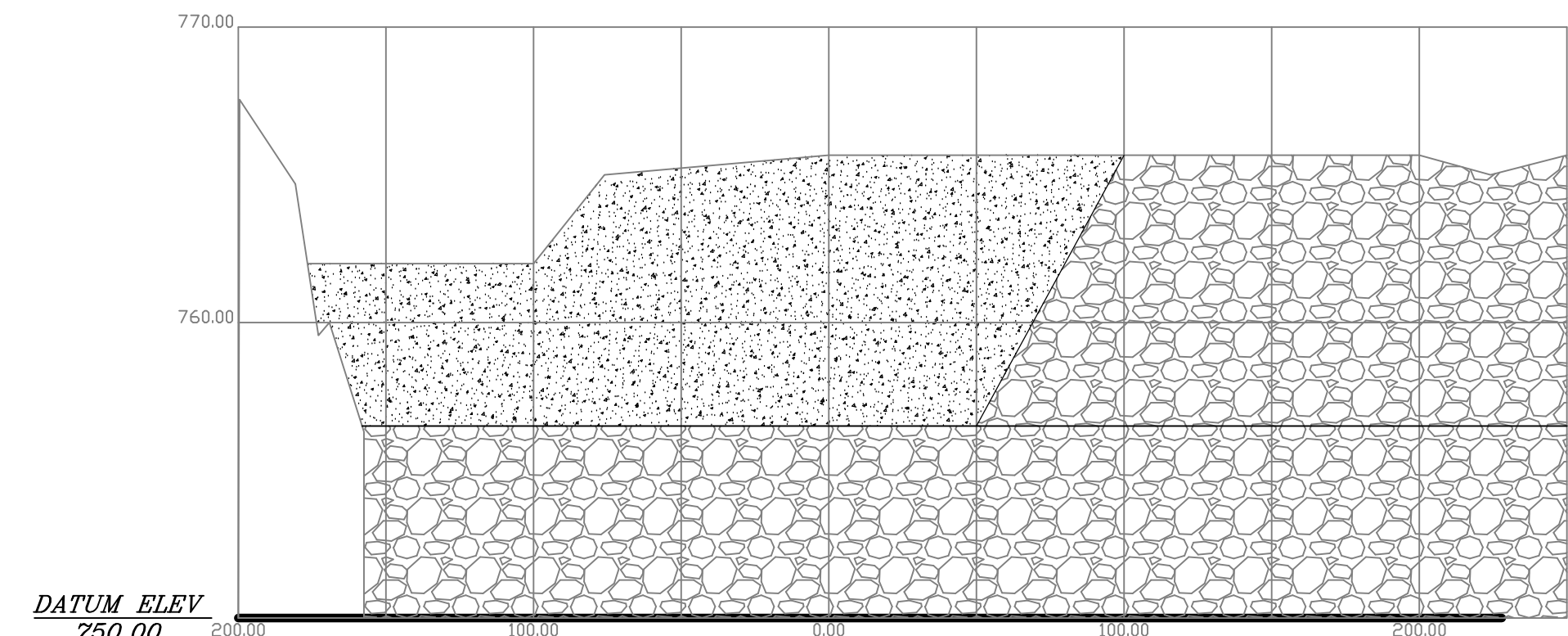
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SPECIFICATION NUMBER	19-415
DRAWING NUMBER	C-02
SHEET NUMBER	4 OF 7



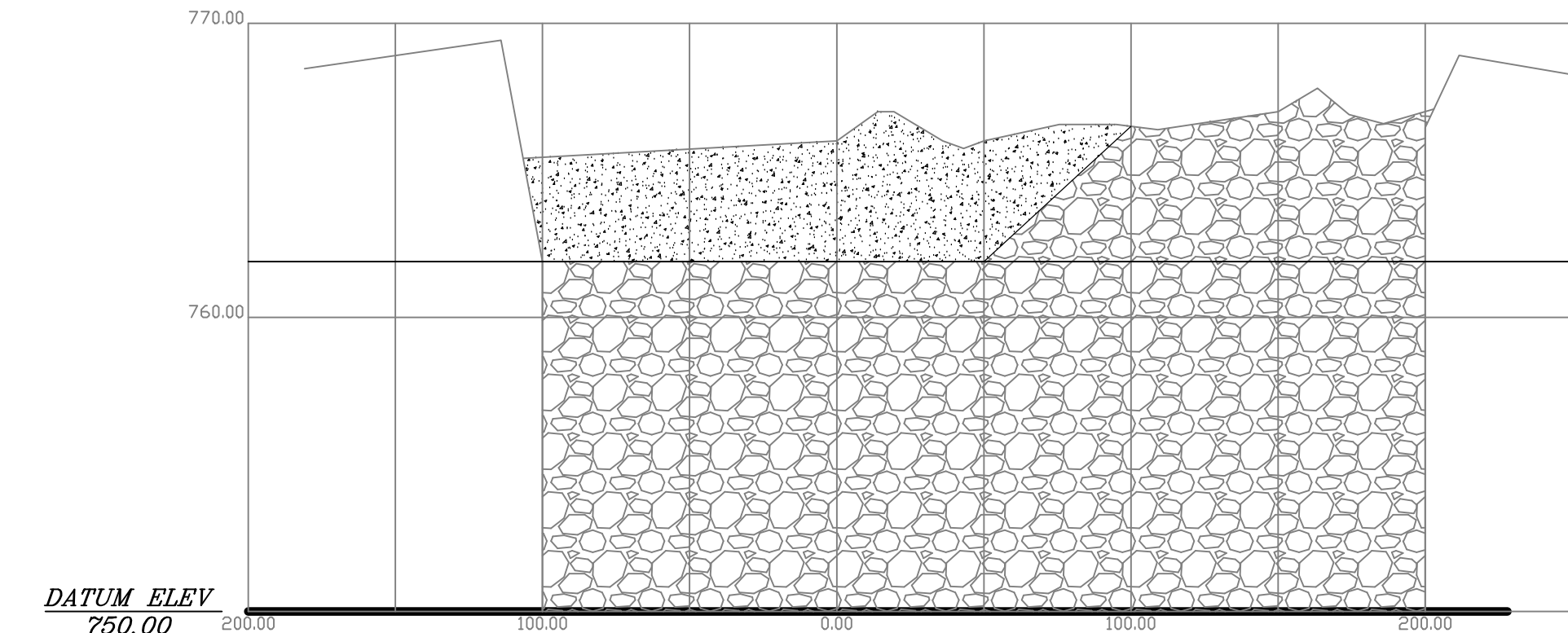
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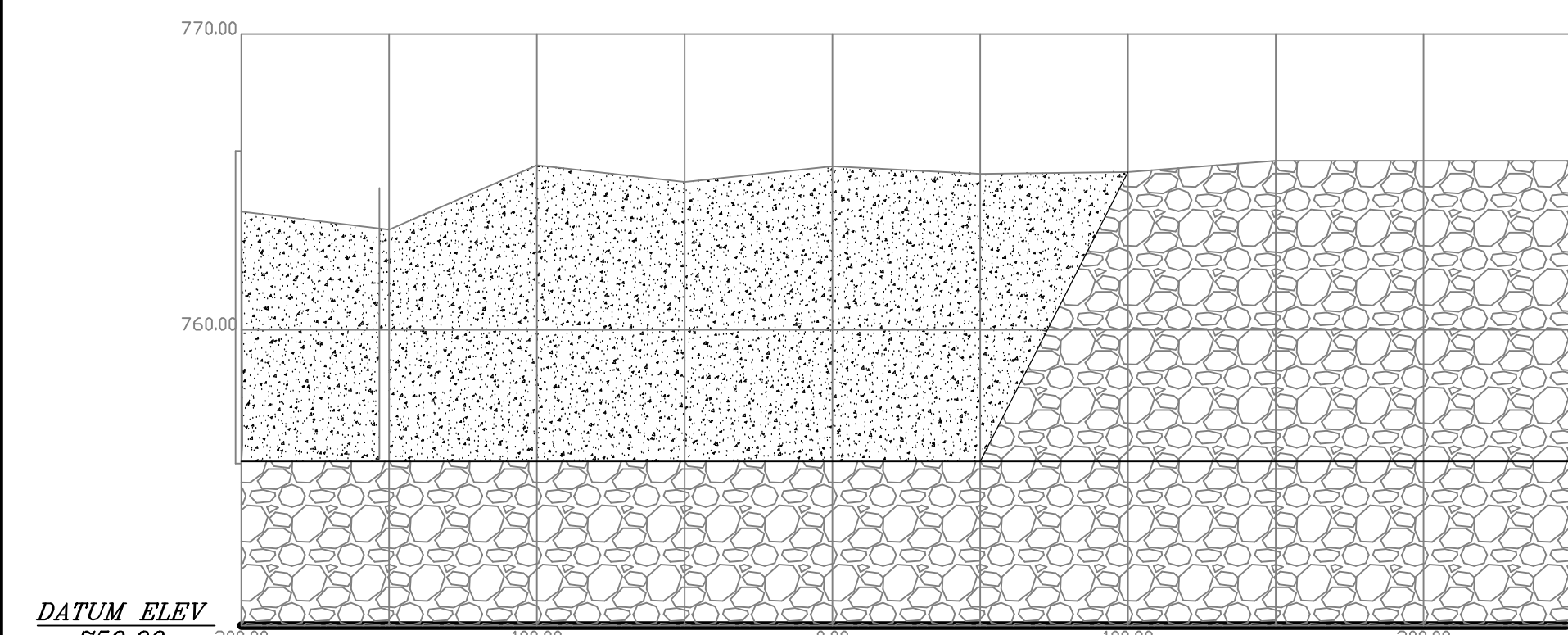
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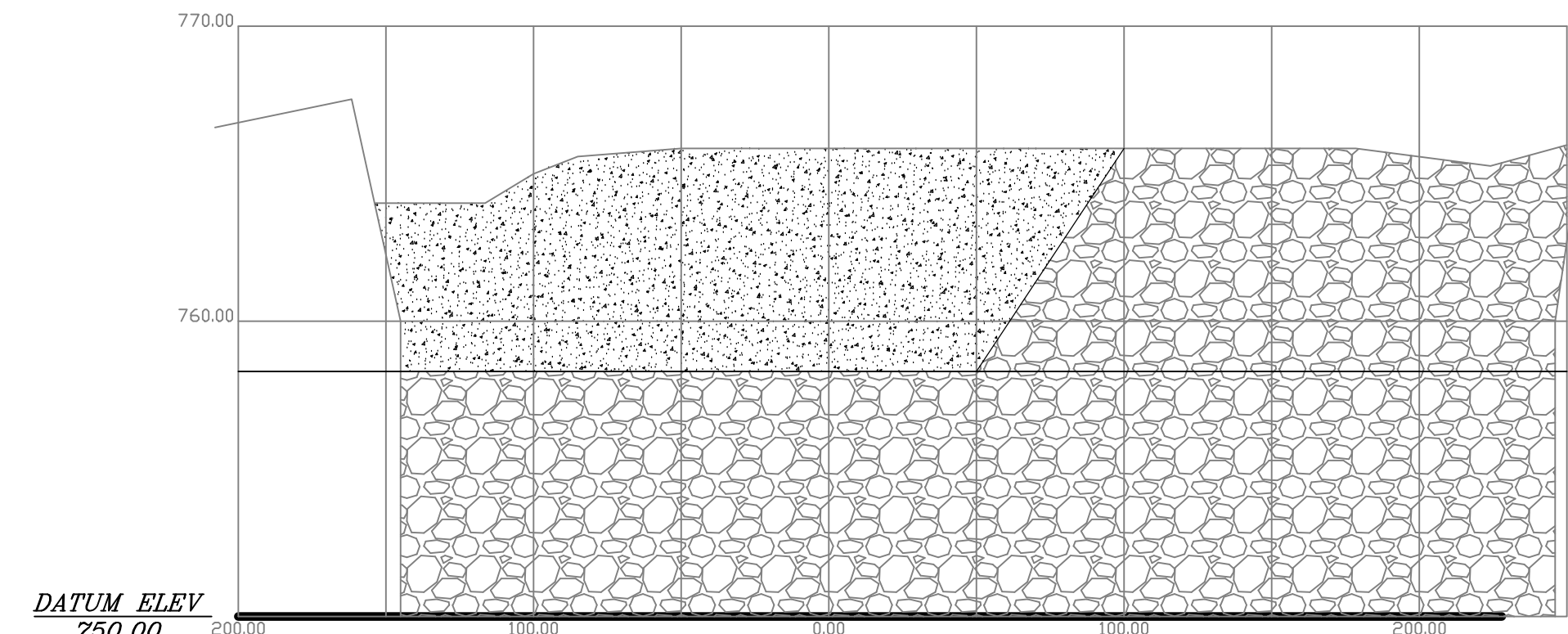
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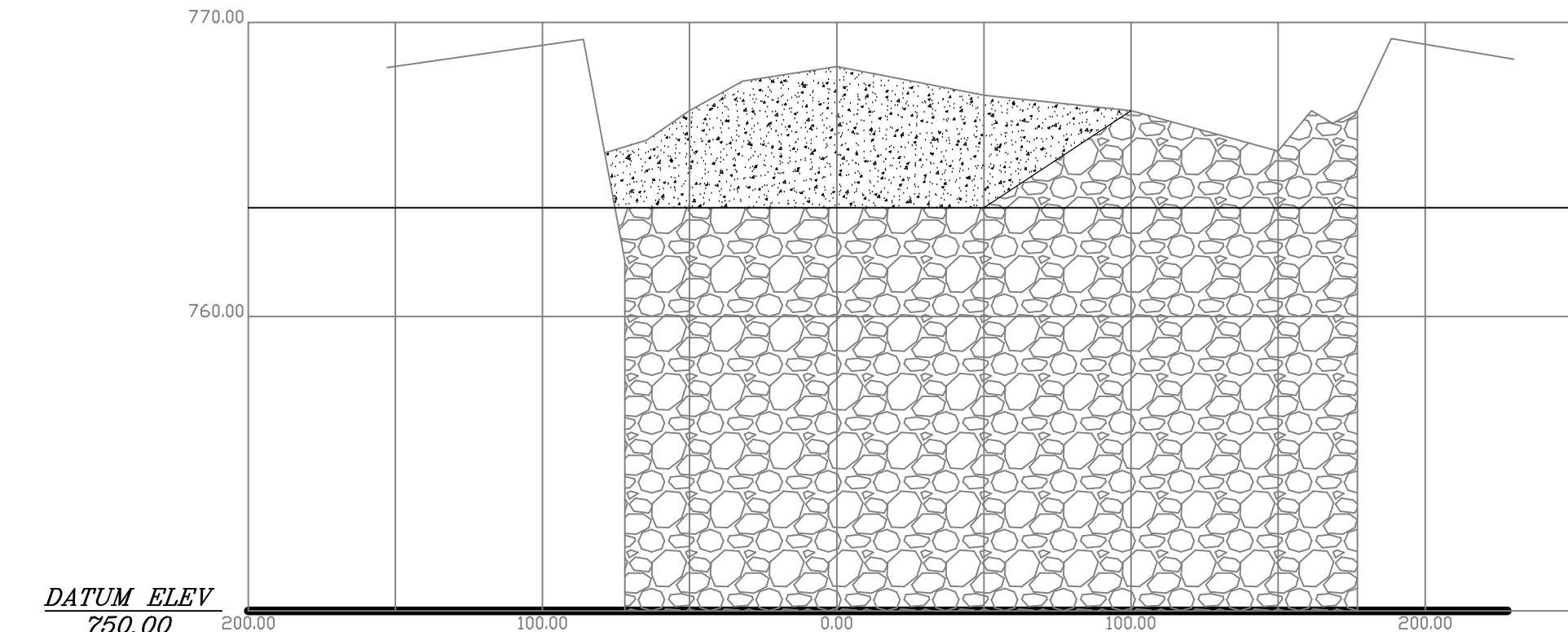
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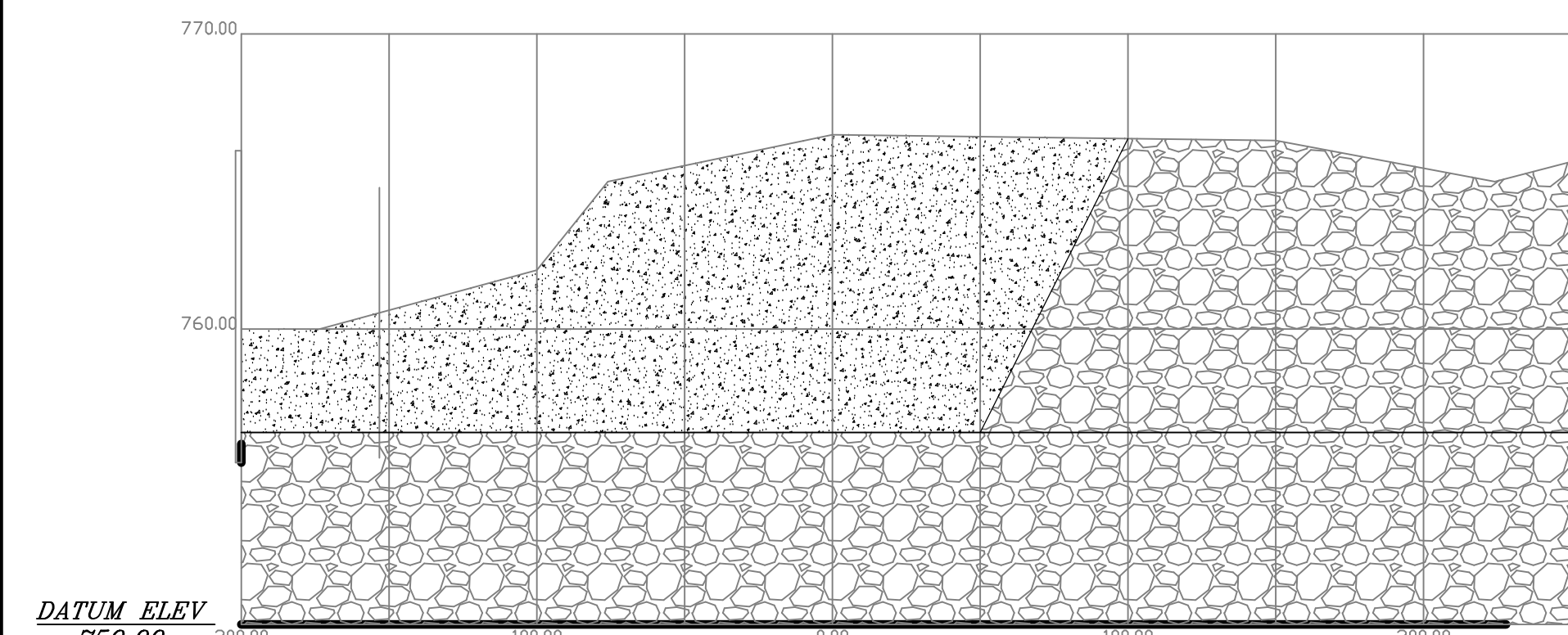
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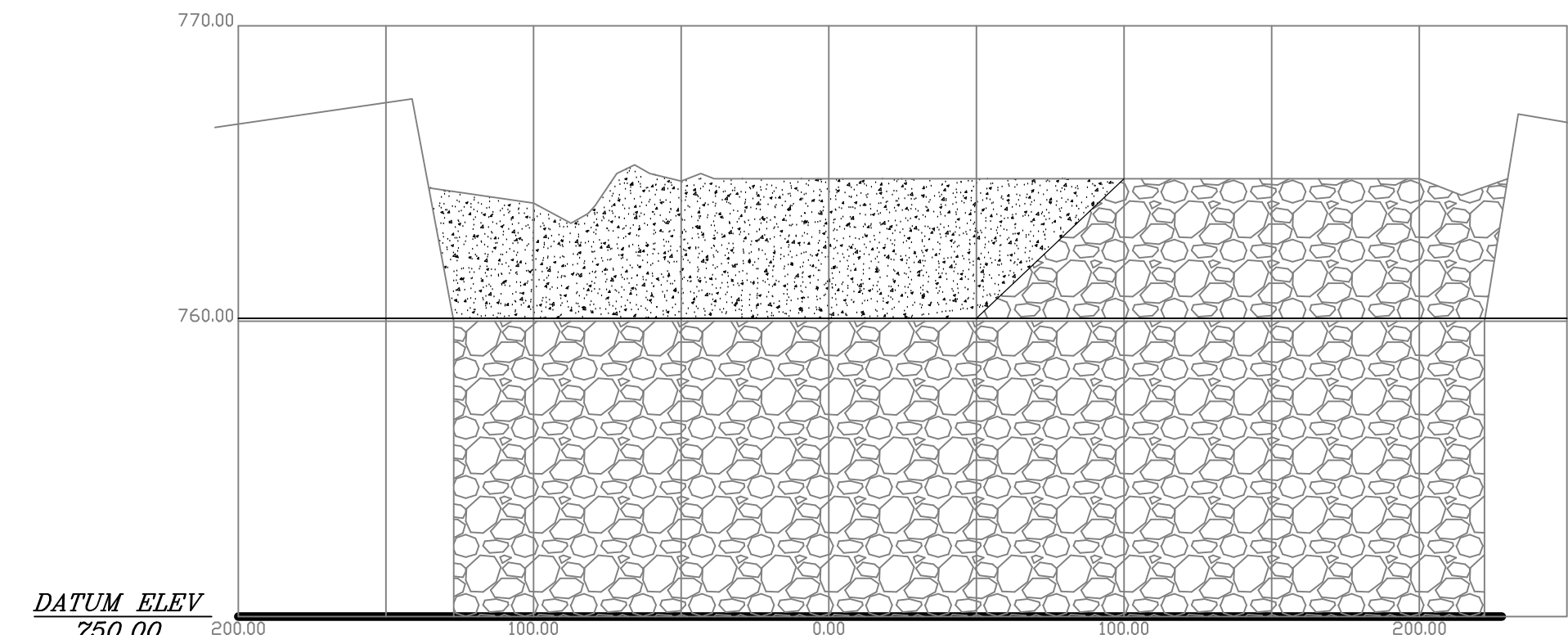
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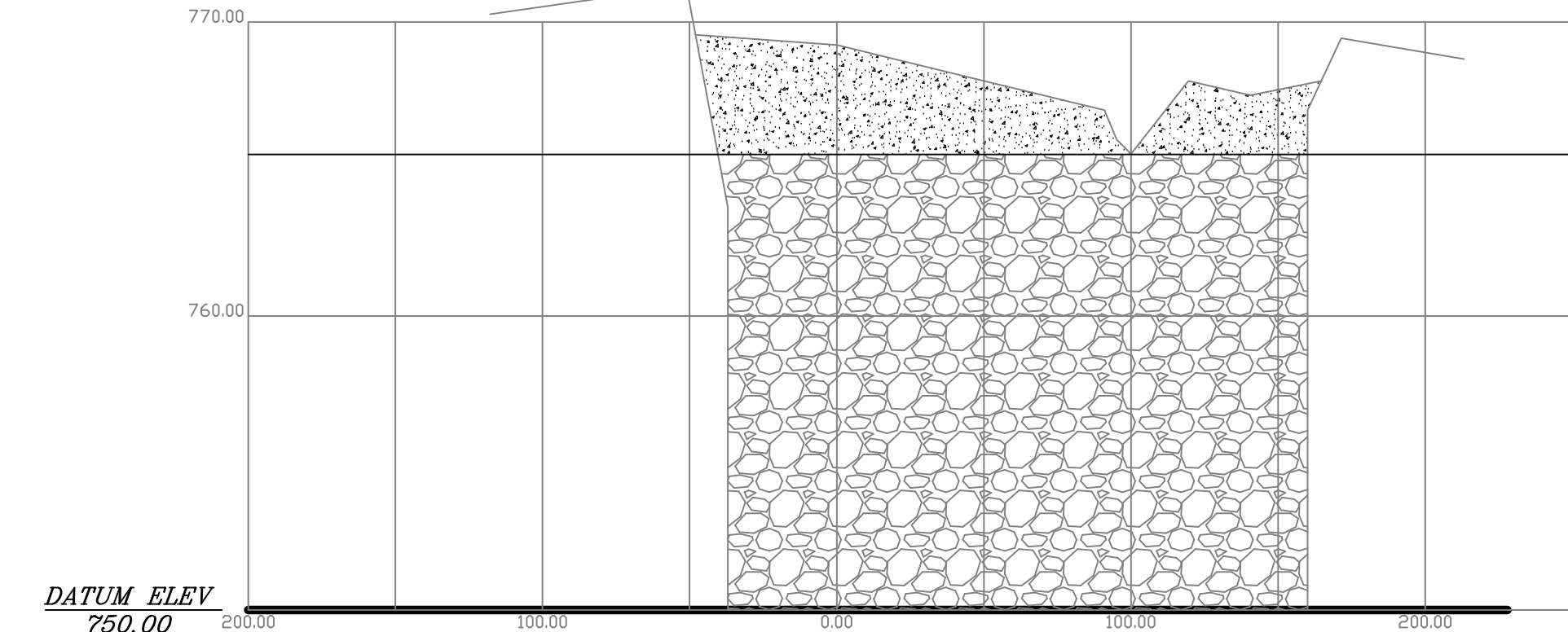
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EXCAVATION AREA CROSS SECTION

STATION 5+00



EXCAVATION AREA CROSS SECTION

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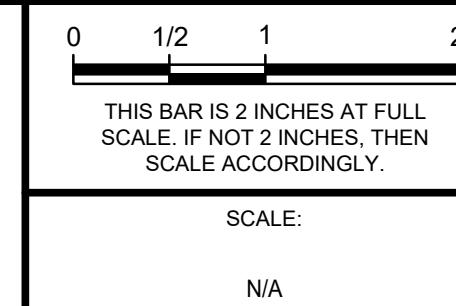
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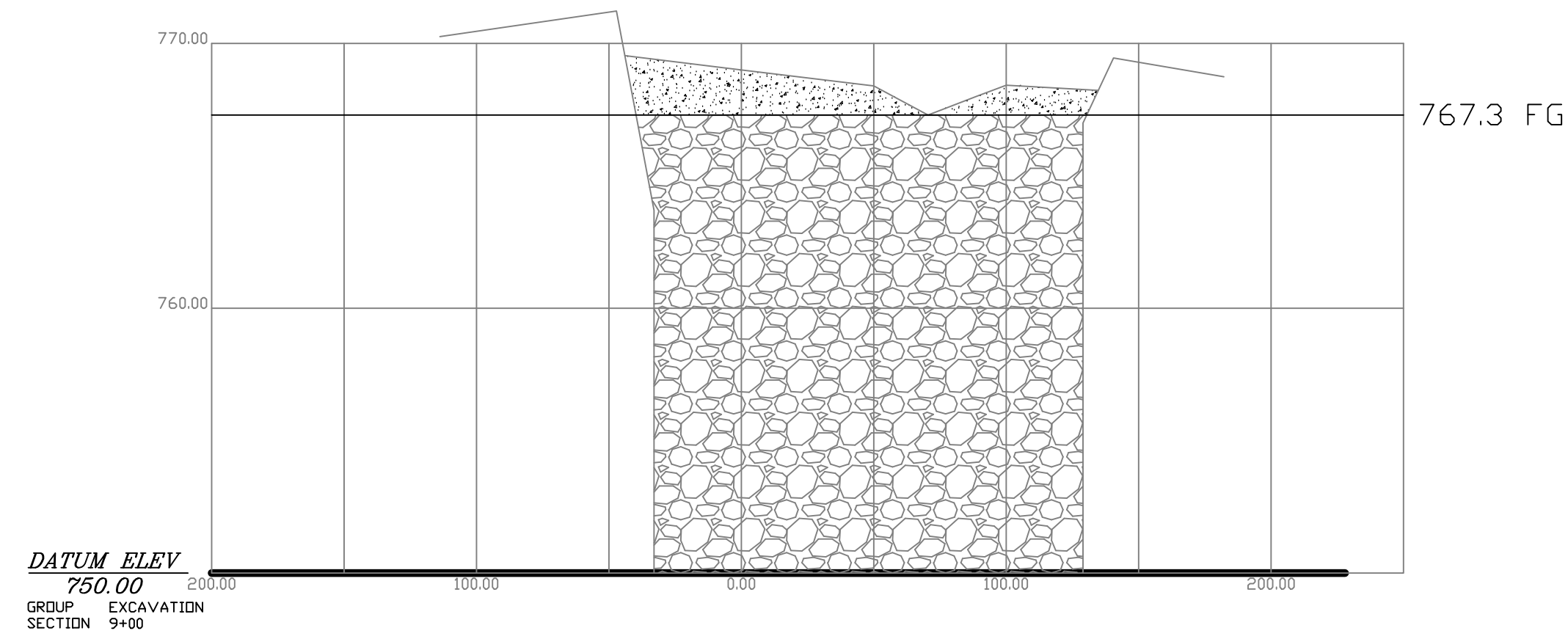
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PROJECT ENGINEER: _____ DATE: _____
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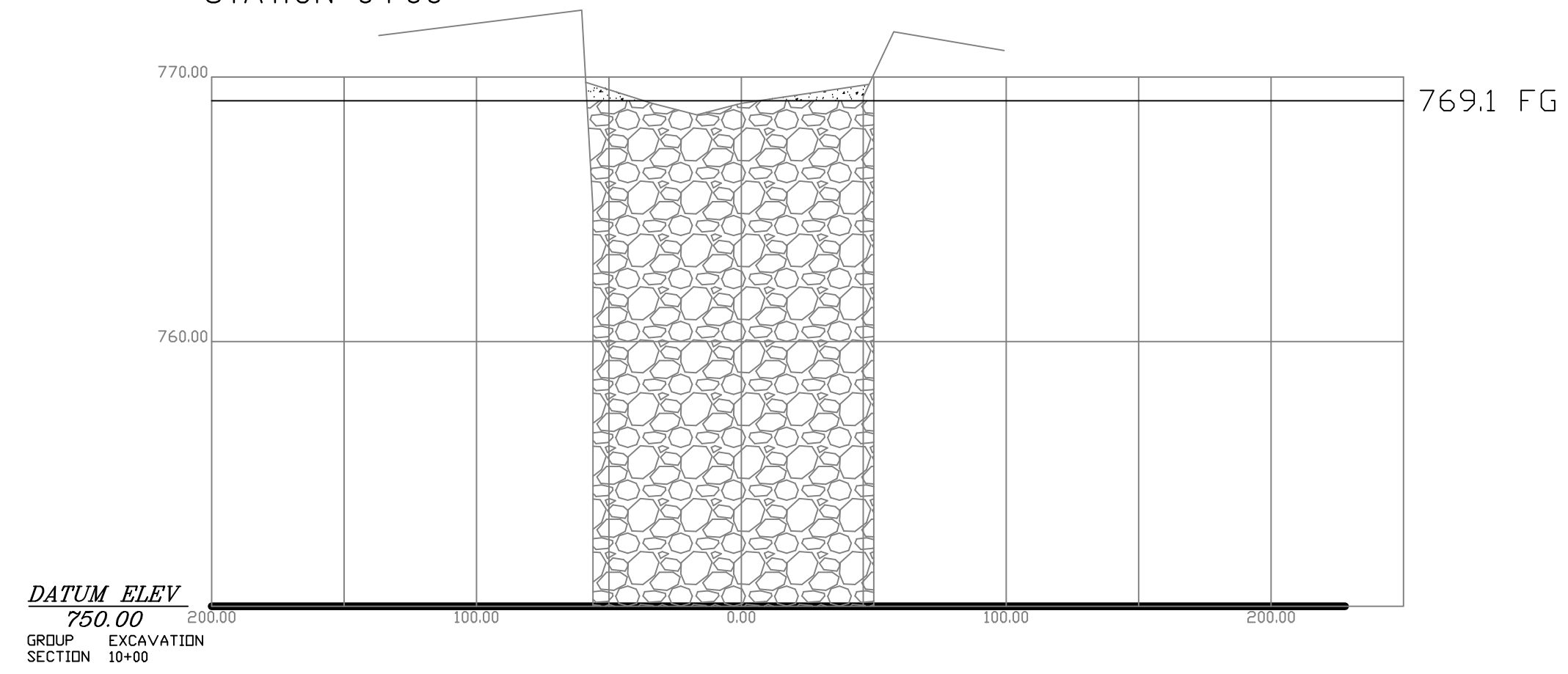
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EXCAVATION CROSS SECTIONS	

SPECIFICATION NUMBER	19-415
DRAWING NUMBER	C-03
SHEET NUMBER	5 OF 7



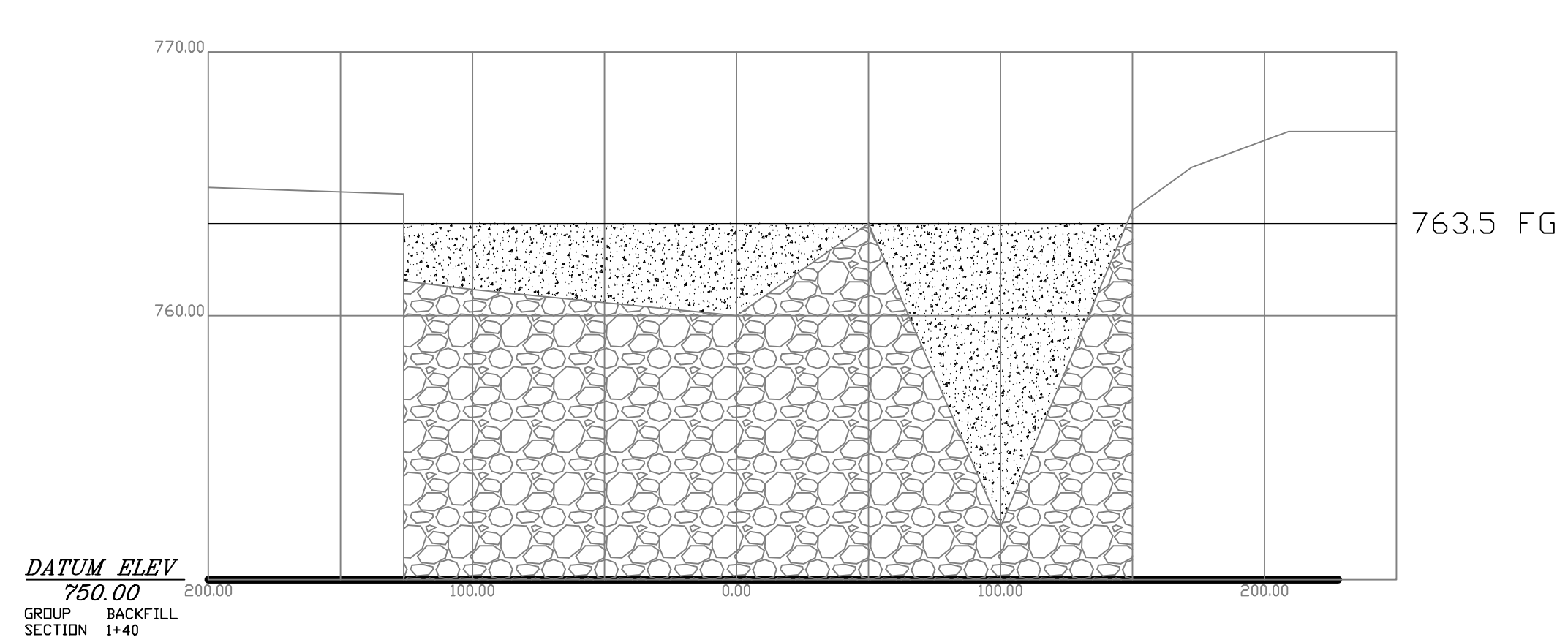
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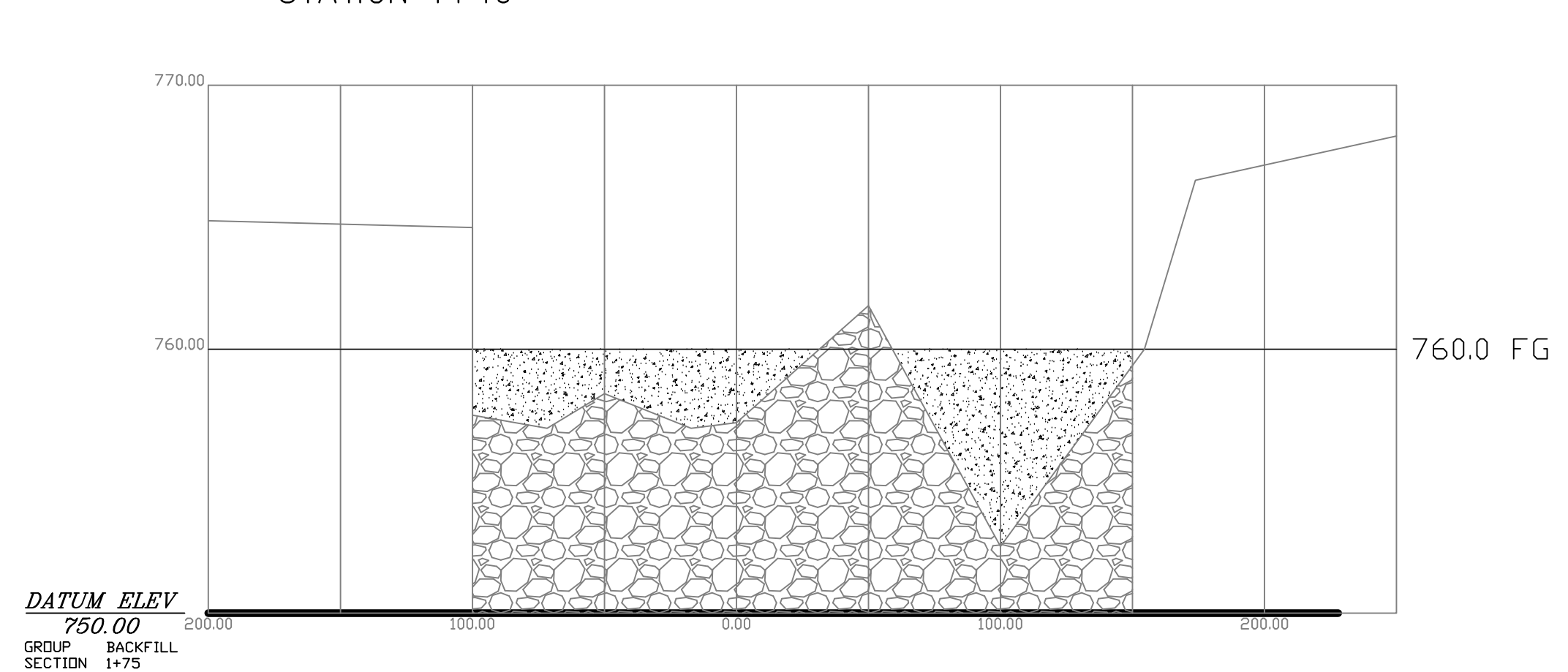
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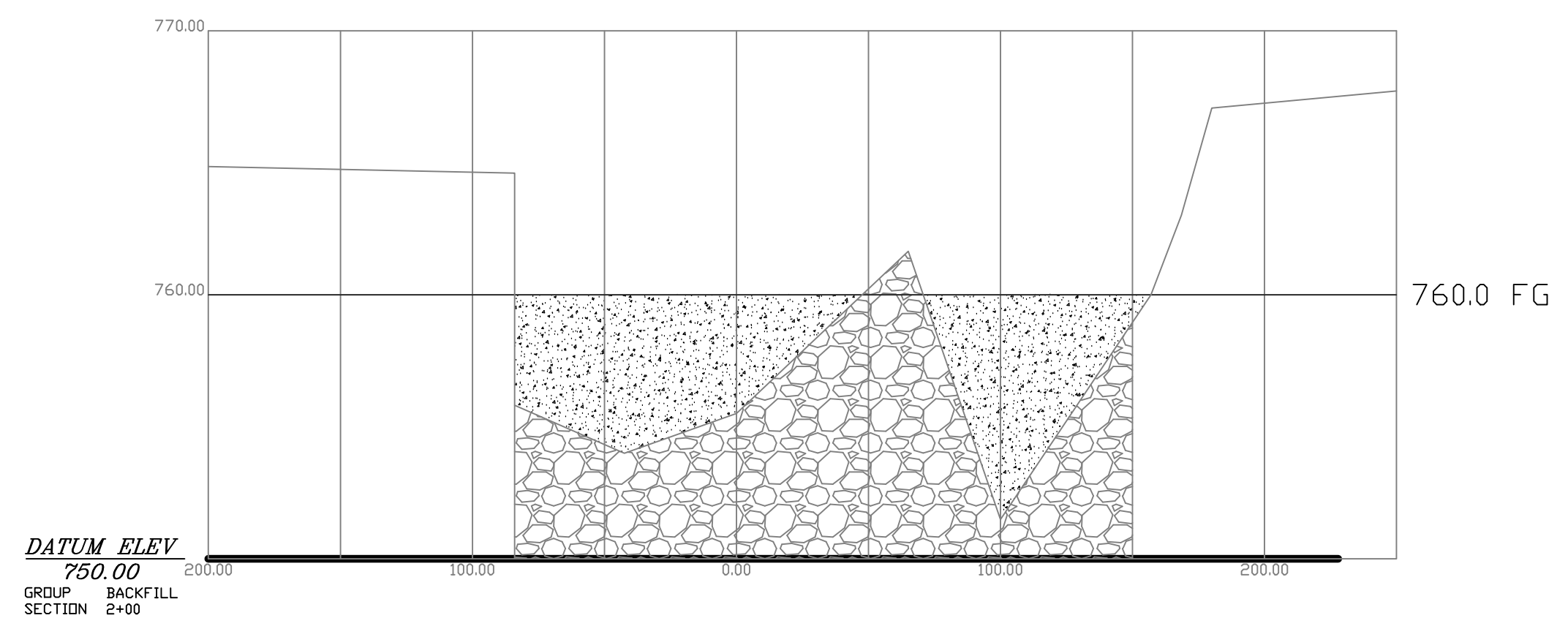
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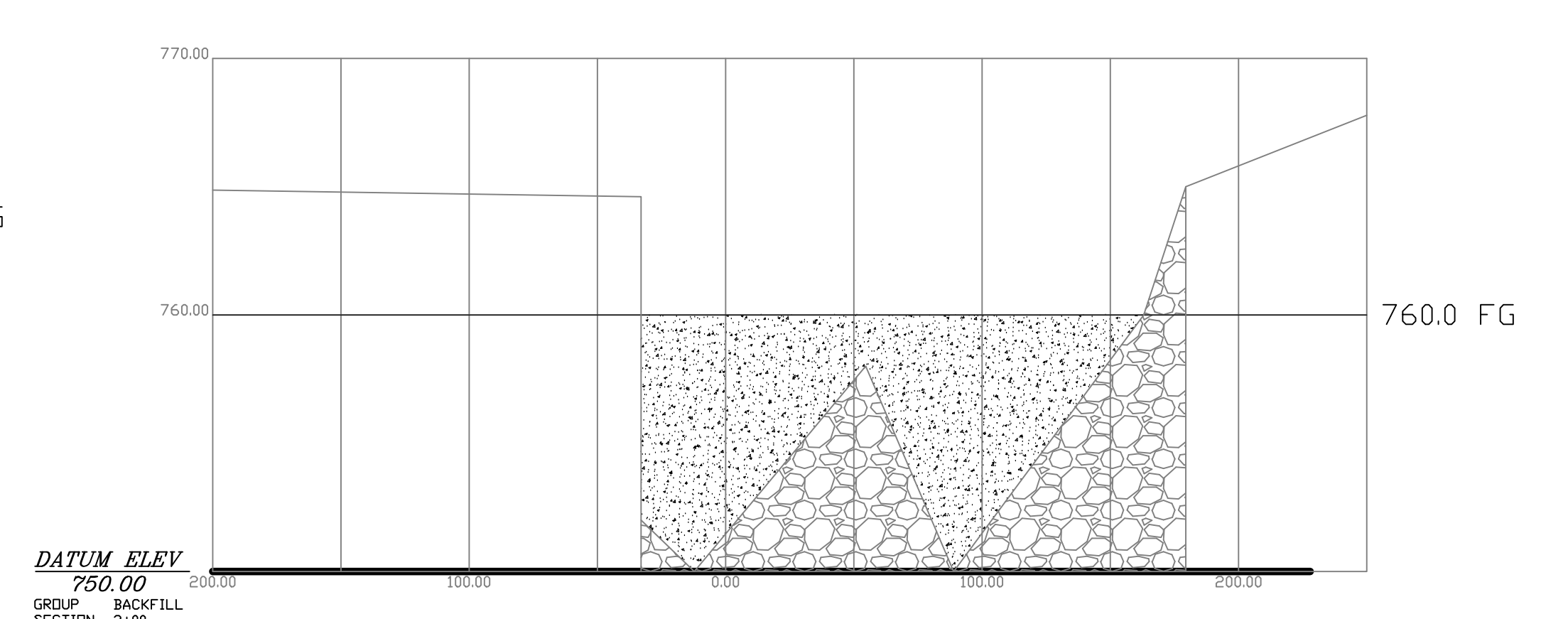
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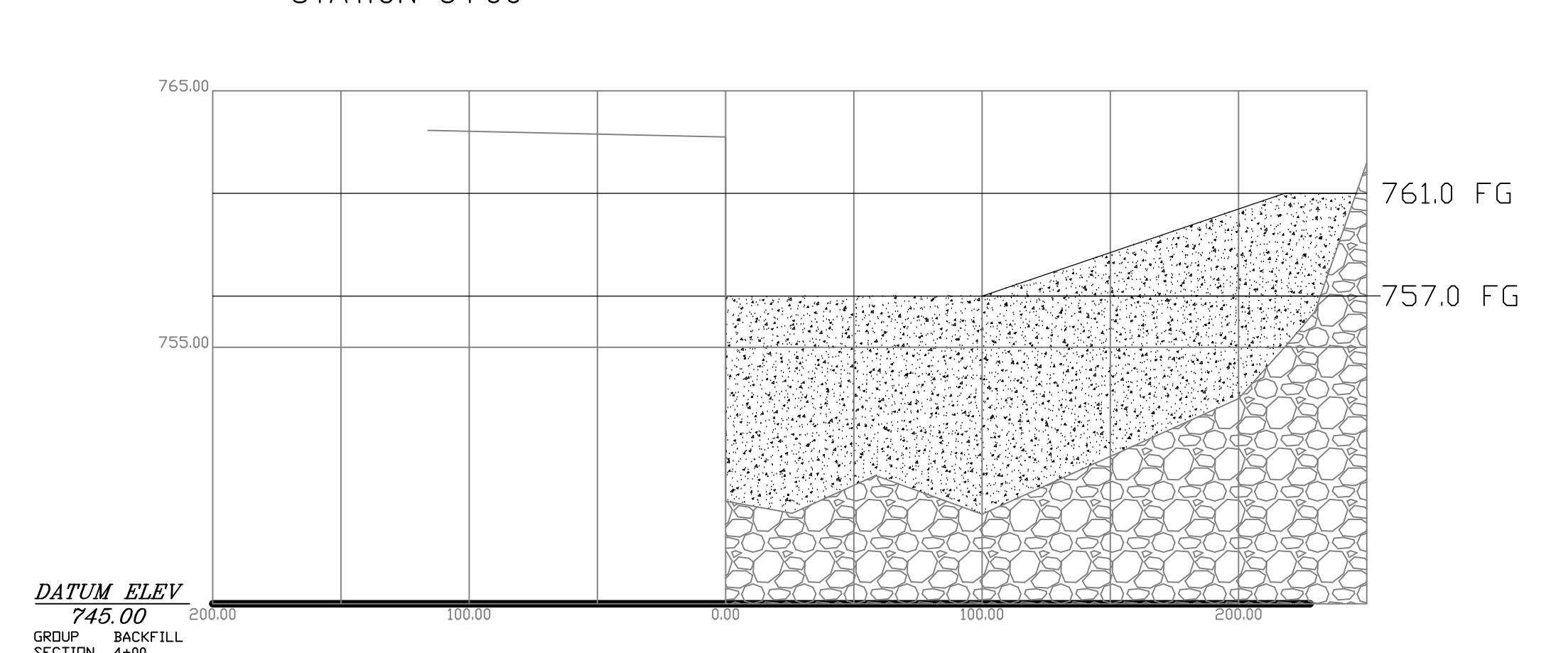
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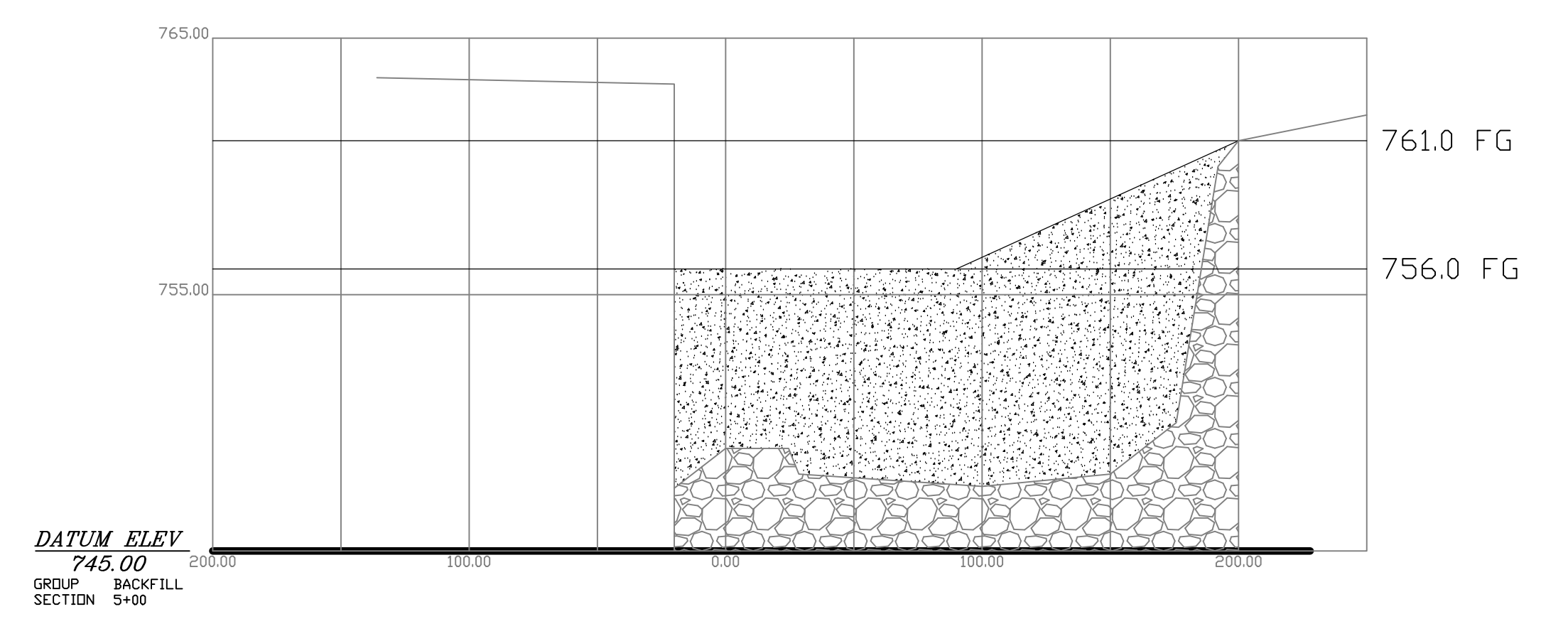
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STATION 3+00



BACKFILL AREA CROSS SECTION

STATION 4+00



BACKFILL AREA CROSS SECTION

STATION 5+00

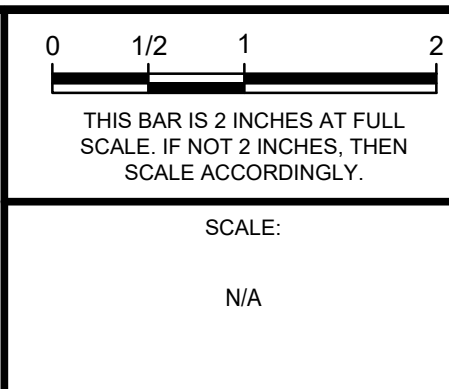
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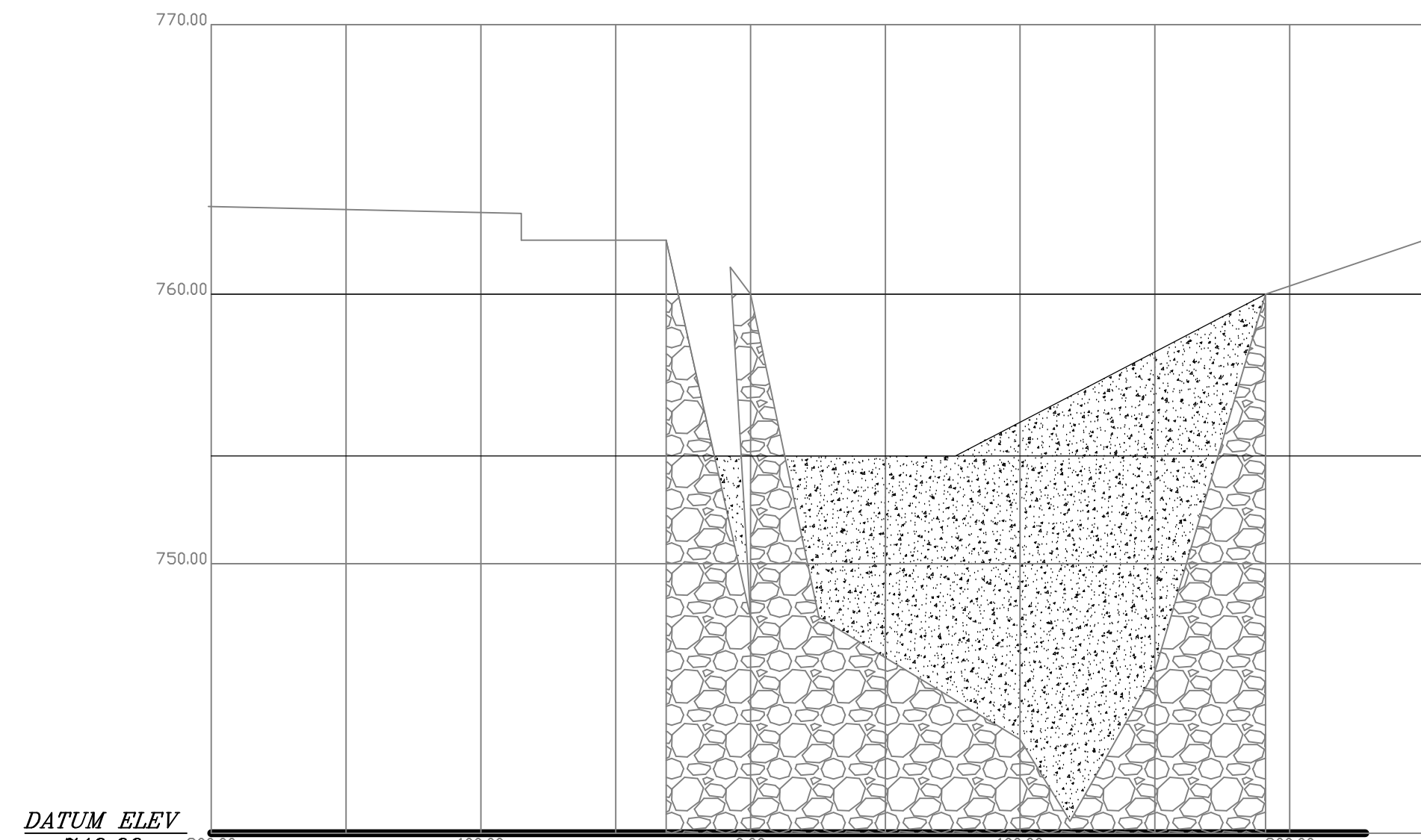
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PROJECT ENGINEER:		DATE:	
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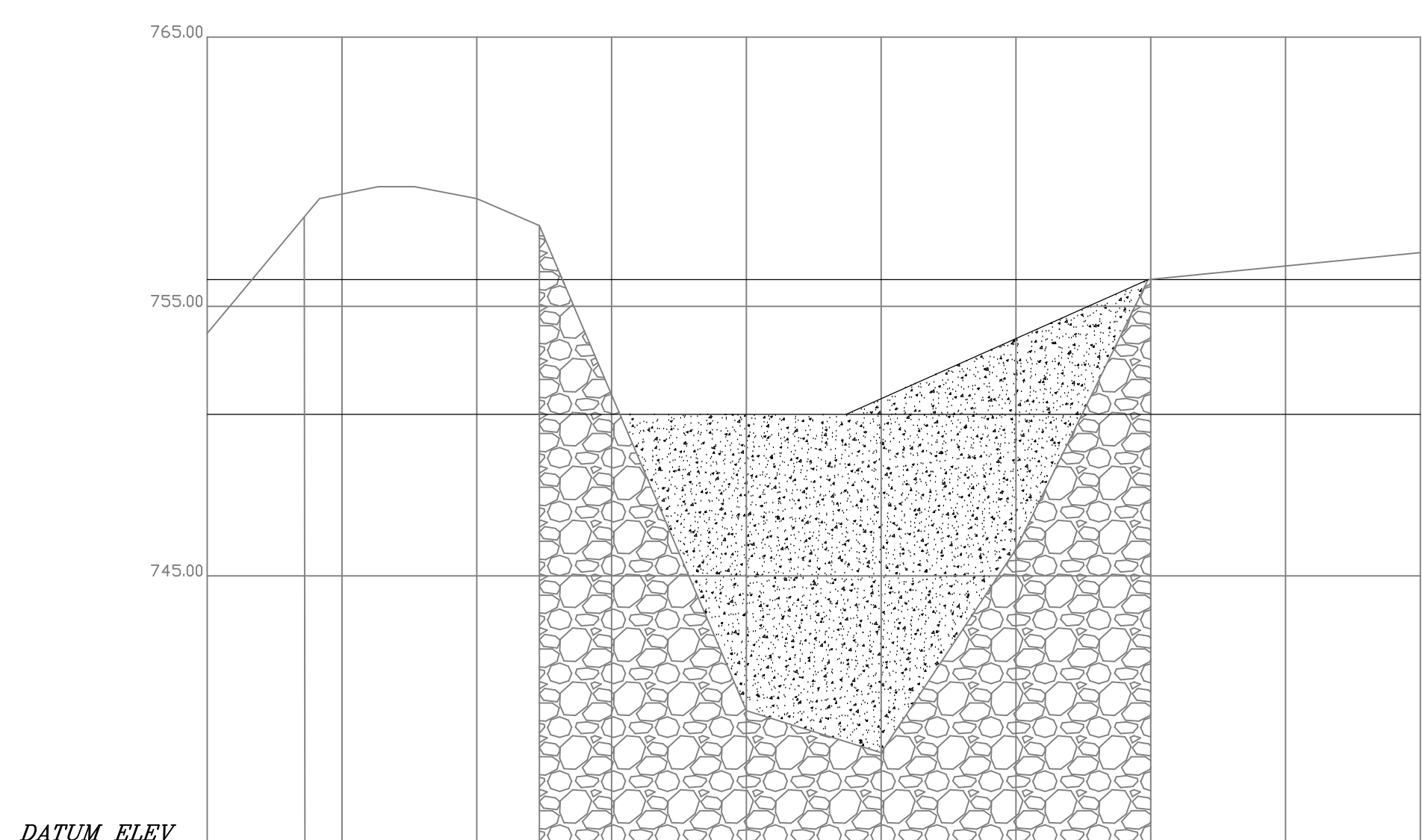


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EXCAVATION/BACKFILL CROSS SECTIONS	

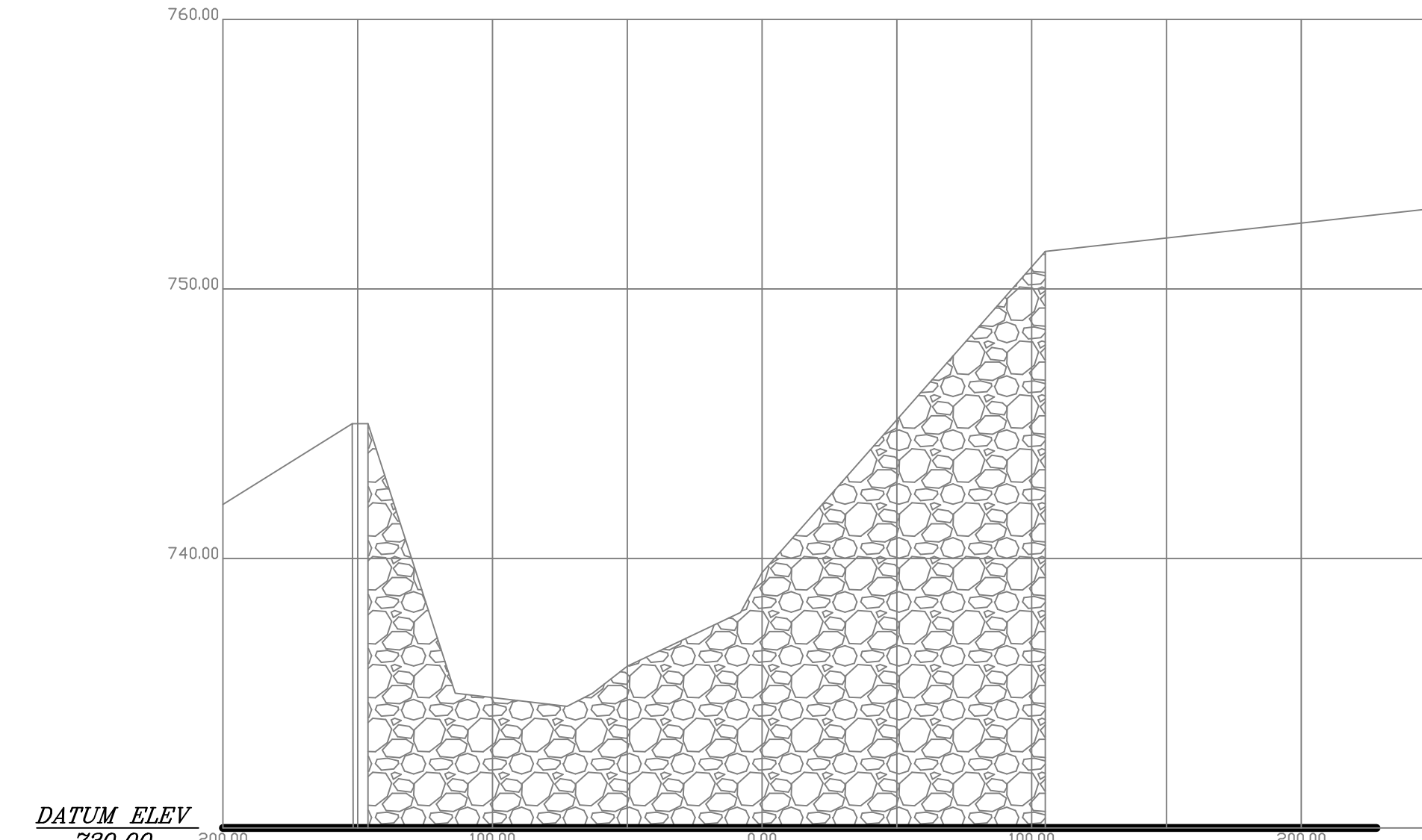
SPECIFICATION NUMBER	19-415
DRAWING NUMBER	C-04
SHEET NUMBER	6 OF 7



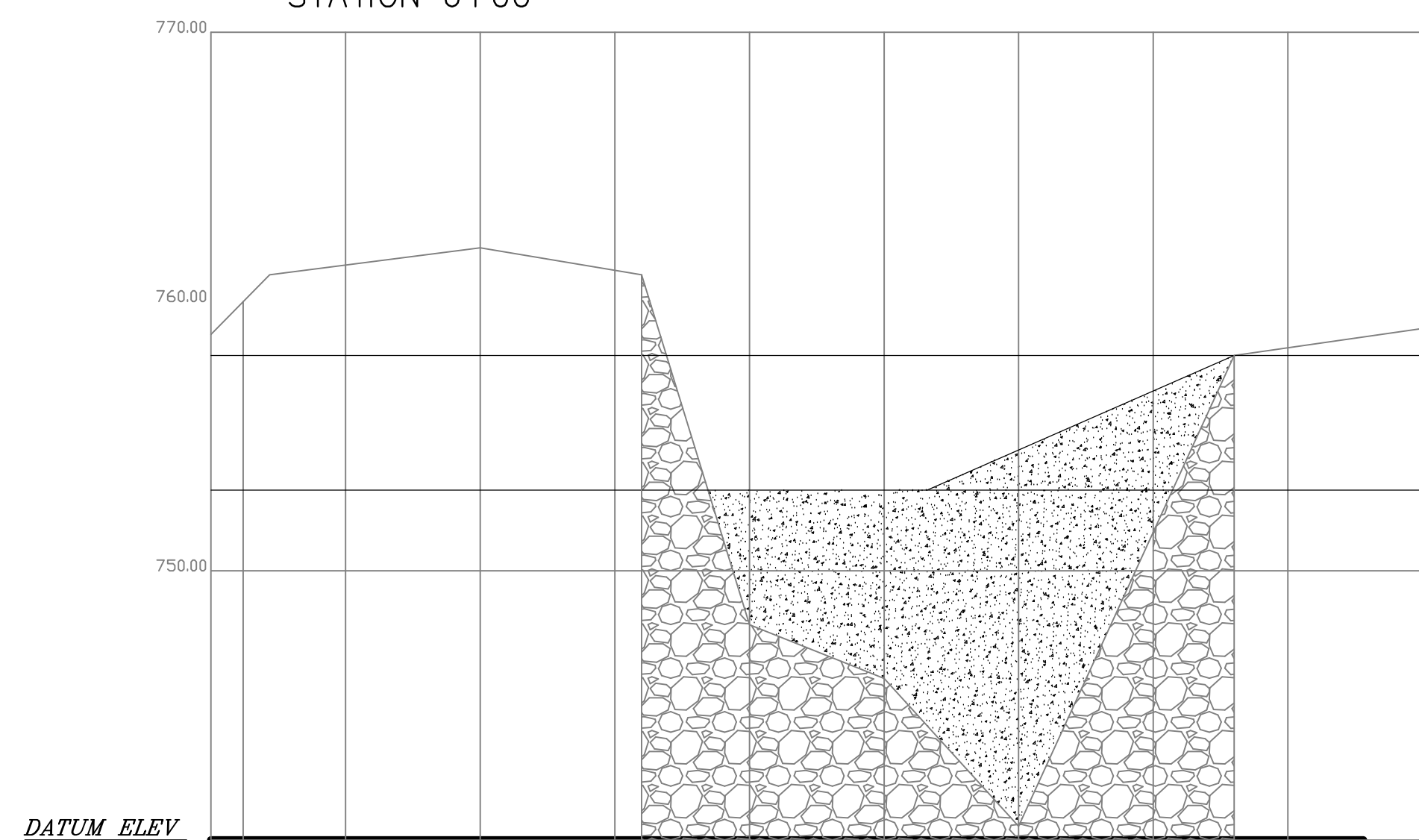
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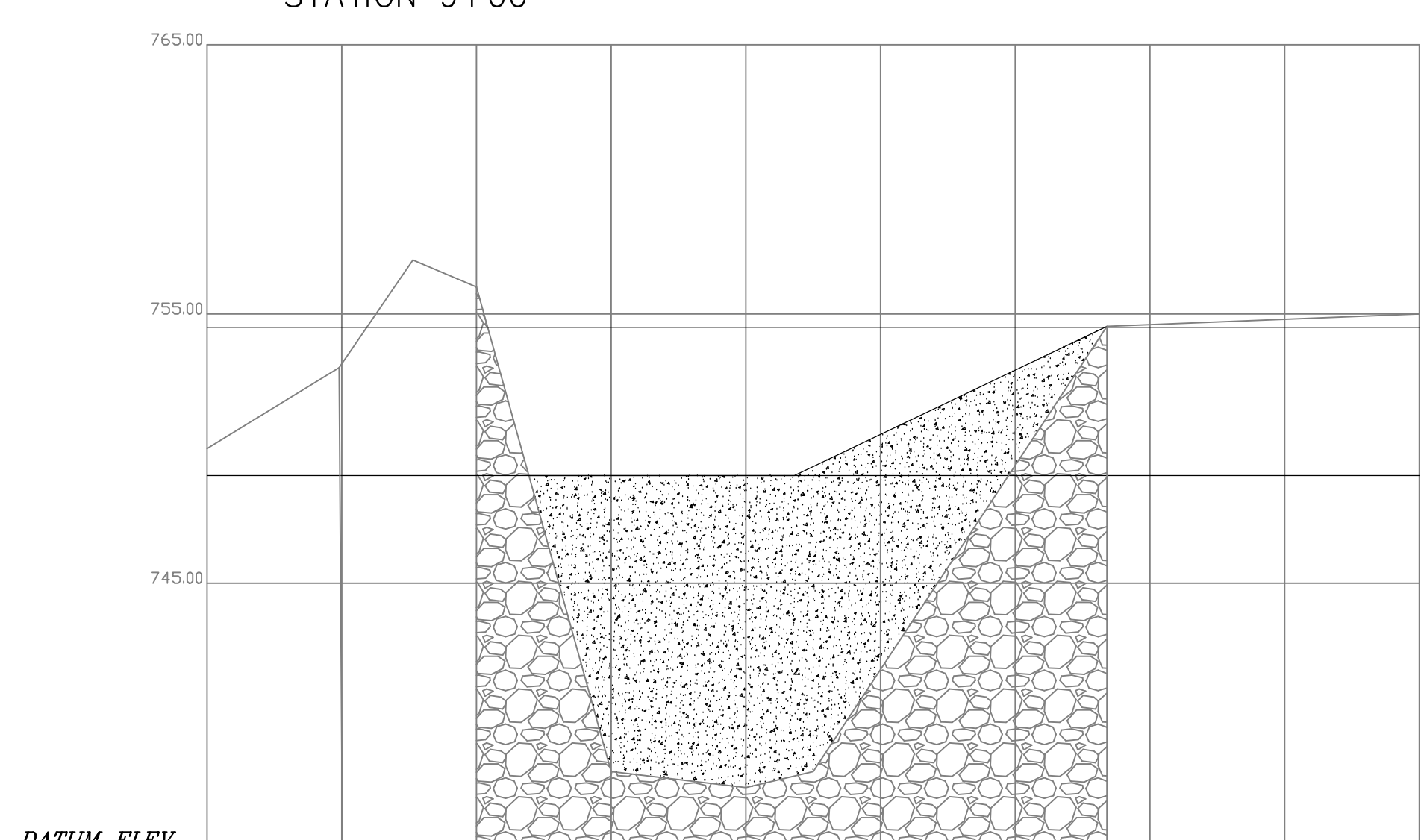
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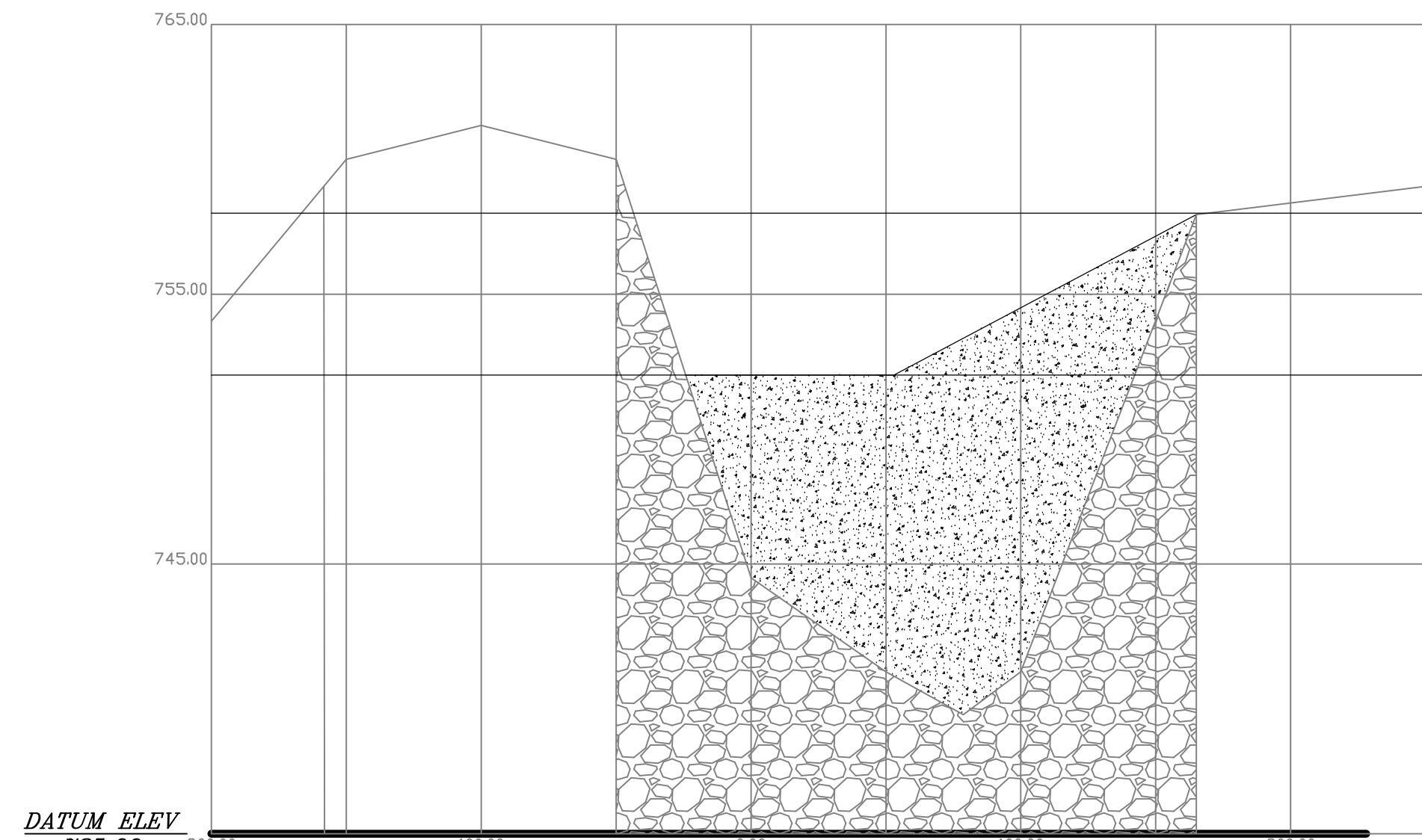
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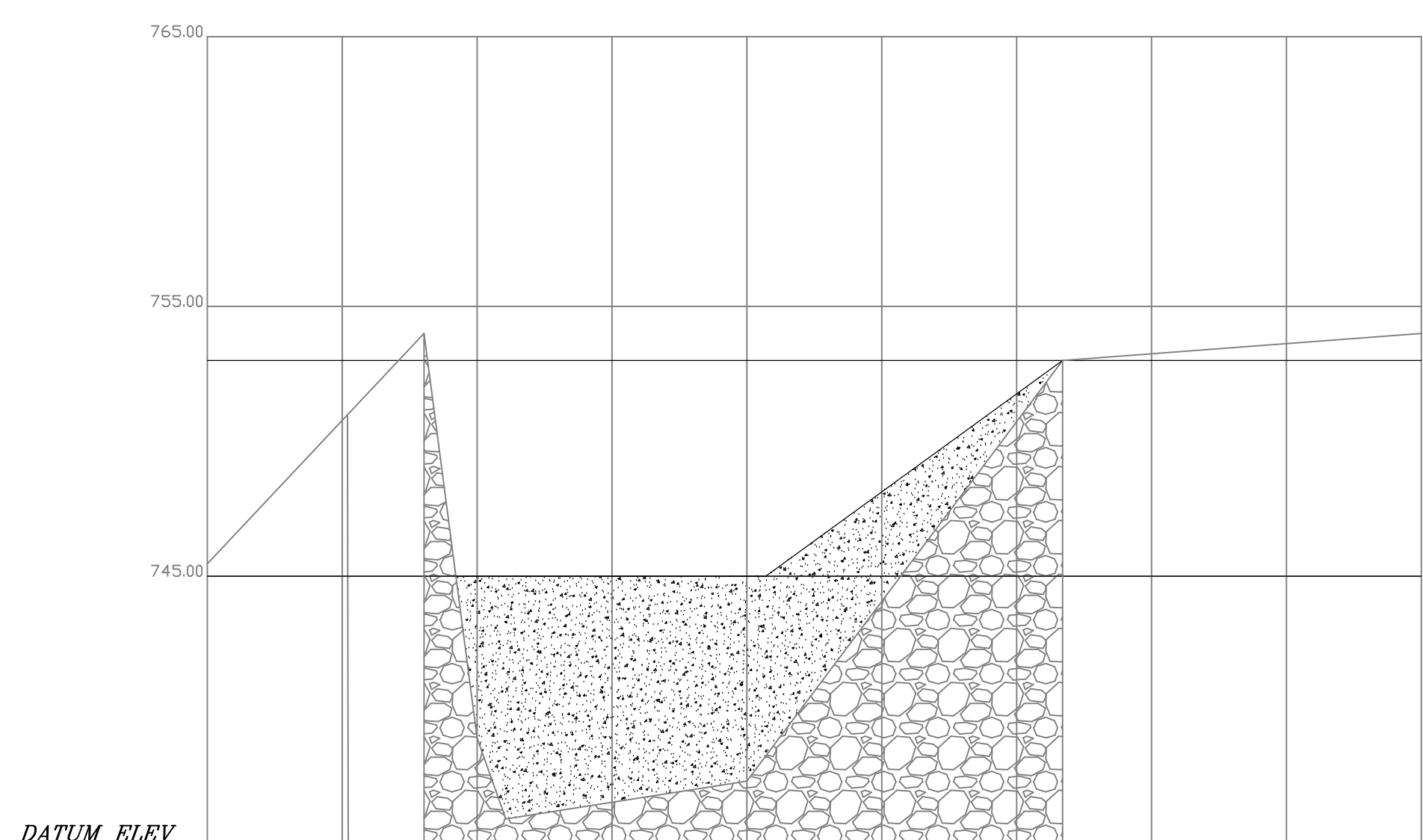
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STATION 10+00



DATUM ELEV
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GROUP BACKFILL
SECTION 8+00
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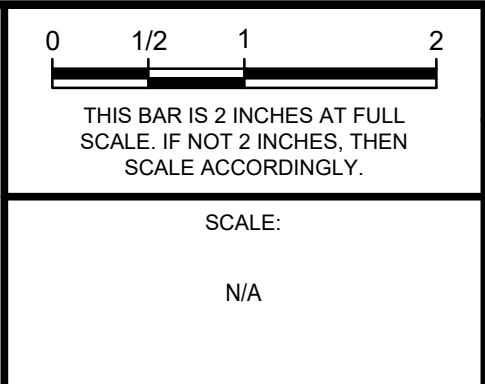
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PROJECT ENGINEER:		DATE	
R.C.E.	EXP.		



ROBLES FOREBAY RESTORATION	
BACKFILL CROSS SECTIONS	

SPECIFICATION NUMBER	19-415
DRAWING NUMBER	C-05
SHEET NUMBER	7 OF 7

PART F – APPENDICES

APPENDIX A

CALIFORNIA DEPARTMENT OF FISH AND GAME

STREAMBED ALTERATION AGREEMENT (NOTIFICATION NO. 1600-2005-0243-R5)



DEPARTMENT OF FISH AND GAME
P.O. Box 1797
Ojai, CA 93024



May 26, 2005

Attn: Neil Cole
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

RE: Streambed Alteration Agreement (Notification No. 1600-2005-0243-R5)

Dear Mr. McCall:

Enclosed is a copy of the above referenced Streambed Alteration Agreement **1600-2005-0243-R5**. If you agree with the conditions/measures set forth in the agreement, please make a copy of the agreement, sign both copies, and return both to our office for signature, at the above address. You will need to provide us at least 5 days advance written notice of your intent to commence project activities.

If you find the conditions/measures unacceptable, Section 1603 of the California Fish and Game Code requires that you notify us in writing within 30 days of receipt of this proposed agreement. If you do not respond within this time period you will lose your right to arbitrate any disagreement. To request minor changes, you should contact me prior to sending the written response.

If you have any questions regarding this matter, please contact me at (805) 640-3677. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Martin Potter".

Martin Potter
Environmental Scientist
Habitat Conservation Planning, Region 5

CALIFORNIA DEPARTMENT OF FISH AND GAME
4949 Viewridge Ave.
San Diego, California 92123

Notification No. 1600-2005-0243-R5
Page 1 of 11

May 26, 2005

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the **Department**, and Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, CA 93022 (805) 649-2251, State of California, hereinafter called the **Operator**, is as follows:

WHEREAS, pursuant to Section 1602 of California Fish and Game Code, the Operator, on the 21st day of March, 2005, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): Ventura River a tributary to the Pacific Ocean, Ventura County, California, Township 3N Range 24W; County Assessor's Parcel Number 011-0-010-125.

WHEREAS, the Department (represented by Martin Potter through a site visit on April 27, 2005 and subsequent information) has determined that such construction may substantially adversely affect those existing fish and wildlife resources within the Ventura River a tributary to the Pacific Ocean, specifically identified as follows: *****Fishes (Steelhead/smolt); Amphibians; Reptiles; Birds; Mammals.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes **effective the date of the Department's signature** and the construction portion **terminates on 11/30/2007**. This Agreement shall remain in effect to satisfy the terms/conditions of this Agreement. Any provisions of the agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original agreement and are subject to all previously negotiated provisions.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.
2. The Operator proposes to alter the streambed by removing accumulated sediment and debris from the invert of the diversion structure a distance of 600 feet upstream of the centerline of the cutoff wall. Most of this material would be redeposited downstream of the cutoff wall, compacted and recontoured. Approximately 12 feet of silt/debris/boulders has accumulated in this basin. Repairs would also be made to the cutoff wall. Approximately 50,000 cubic yards of material will be displaced. Material not placed downstream of the cutoff wall will be placed in a deposition site west of the diversion basin. Equipment such as scrapers, dozers, front end loaders and dump trucks will be used.
3. The agreed work includes activities associated with No. 2 above. The project area is located in **the Ventura River, westerly of the terminus of Rice Road, near Meiners Oaks, a tributary to the Pacific Ocean** in Ventura County. Specific work areas and mitigation measures are described on/in the documents submitted by the Operator, including the Biological Assessment and Biological Opinion for the Robles Fish Passage Project, and shall be implemented as proposed unless directed differently by this agreement. Contact **Neil Cole** at Phone: **(805) 649-2251 x107** for additional information.
4. **COPIES OF THIS AGREEMENT AND ALL REQUIRED PERMITS AND SUPPORTING DOCUMENTS, PROVIDED WITH NOTIFICATION OR REQUIRED BY THIS AGREEMENT SHALL BE READILY AVAILABLE AT THE WORK SITE(S) AT ALL TIMES DURING PERIODS OF WORK.**
5. The Operator certifies by signing this agreement that the project site has been surveyed and shall not impact any rare, threatened or endangered species; or the Operator certifies that such a survey is not required for the proposed project. If rare, threatened or endangered species occur within the proposed work area, or could be impacted by the work proposed, the Operator shall consult with the Department and obtain any required State and/or Federal permits.
6. The Operator shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 5 years from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 5 Office at the above address. If the Operator fails to request the extension prior to the agreement's termination, then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement are a violation of Fish and Game Code Section 1600 et. seq.
7. The Operator shall monitor the five (5) day forecast. In the event precipitation is predicted for the watershed. The project site shall be completely secured for increased flow one (1) ^{7 DAY} prior to any precipitation. Project activities shall wait a minimum of two weeks to allow flows to recede and allow moisture content in the soils to become reduced in such a manner that it does not stick to the bottom of the work shoe, which ever is greater. Once the watershed has accumulated two (2) inches of precipitation, all work must cease until July 1 or the end of the smolt run, which will be determined by the Department. JJ
6-22-05

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

<< WORK AREAS AND VEGETATION REMOVAL >>

8. The Operator shall not permanently impact the stream/river.
9. Disturbance or removal of vegetation shall not exceed 600 feet upstream from the centerline of the cutoff wall, the limits approved by the Department. Disturbance or removal of vegetation shall not exceed the limits approved by the Department. The disturbance portions of any stream channel within the highwater mark of the stream, shall be restored to their original conditions under the direction of the Department.
10. The work area shall be flagged to identify its limits, as represented in plans contained in the notification packet. Vegetation shall not be removed or intentionally damaged beyond these limits.
11. During sediment removal operations, the Operator shall, in compliance with Condition # 9 of this Agreement, move native plants from the invert of the basin to other areas that will not be impacted by the work activities to provide habitat for wildlife and to protect the banks from erosion. These trees/shrubs shall be covered with a moist layer of basin alluvium to encourage resprouting.
12. All clean outs shall be done during low flows, not to exceed 70 cfs and not to occur between December 1 and July 1 to protect water quality and to minimize impacts to fishery resources such as steelhead.
13. The Operator shall not remove any native trees with a diameter-at-breast-height (dbh) of 3 inches or greater. If the Operator determines that any native trees with 3 inch dbh or greater needs to be removed, then they shall submit an inventory of trees to be removed to the Department for review and approval. Any trees removed with a 3 inch dbh or greater shall be replaced in-kind at a 3:1 replacement-to-impact ratio. All trees shall be planted at a Department approved location.
14. In **areas of temporary disturbance**, where vegetation must be removed, native trees and shrubs with DBH of 2 inches or less, shall be cut to ground level with hand operated power tools rather than grading. No replanting will be required for vegetation of this size and type if it is cleared in this manner.
15. Vegetation removed from the stream shall not be stockpiled in the stream bed or on its bank. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions in this Agreement. Where possible brush piles shall be left, outside of the streambed, to provide wildlife habitat.
16. If present, any oaks or sycamores which must be **removed** shall be replaced in kind. The replacement ratios (using rooted plants in liners or direct planting of acorns {oaks}) for plants which are to be damaged/removed shall be as follows: plants less than 5 inches DBH shall be replaced at 5:1; plants from 5 to 12 inches shall be replaced at 10:1, and trees from 12 up to 36 inches shall be replaced at 15:1; and all trees 36 inches or greater shall be replanted at a ratio of 20:1. **The replacement ratio for damaged trees shall be 10:1 for plants with DBH less than 12 inches. The replacement ratio for damaged trees shall be 20:1 for plants with DBH greater than 12 inches.** (The Department recommends that the Operator using rooted plants in liners, acorns, or one gallon containers for restoration to increase the likelihood of survival of plantings). All remaining trees shall be fenced off and flagged to prevent equipment from operating in the drip line of these trees.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

17. The Operator shall not remove vegetation from the project site from February 1 to September 1 to avoid impacts to nesting birds.

18. The Operator shall submit to the Department, a series of clear, color photocopies of photographs from predesignated photo stations showing the preconstruction and "As Built" condition of the basin. Photos shall be numbered and shall be annotated on a reduced sized copy of the plan of the basin. Color copies of aerial photos would also be useful, if available. Photos shall be taken in October and shall be dated and shall be provided on an annual basis following clean out to show short term and long term recovery of habitat following clean outs.

19. BASIN- The Operator may selectively cut with hand tools and hand operated power tools, any vegetation in excess of 4 feet in height from within the bed of the basin on an as needed basis. No native vegetation may be removed from the side slopes of the basin without specific authorization, in writing, from the Department.

~~20. BUFFER ZONE-~~ The Operator proposes to maintain the low flow channel on the west side of the basin. The Operator shall allow to develop and shall preserve a 20 foot wide buffer strip of native riparian and wetland vegetation along the basin side of this low flow channel, from the north end of the trash wall to the end of the project, a distance of approximately 600 feet. Plants within the ~~buffer strip~~ shall be allowed to grow to a minimum of two inches in Diameter at Breast Height (DBH) before trimming. WJ
6-16-05

21. To provide habitat for wildlife and to provide protection from erosion, when berms or levees must be restored, the Operator shall place branches from willow trees within the wick zone of the shaped side slopes, prior to placing the top layer of rock.

<<EQUIPMENT AND ACCESS>>

22. Staging/storage/idling/parking areas for equipment and materials shall be located outside of the stream/lake.

23. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed.

24. Access to the worksite shall be via existing roads and access ramps shall be placed where the least vegetation removal or grading is necessary. The ramps of the east and west side slopes shall be restored to pre-project condition and located in areas that do not impact existing trees.

<<FILL AND SPOIL>>

25. Spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

26. Fill length, width, and height dimensions shall not exceed those of the original installation or the original naturally occurring topography, contour, and elevation. Fill shall be limited to the minimal amount necessary to accomplish the agreed activities, as specified in the application as approximately 50,000 cubic yards. Except as otherwise specified in this Agreement, fill construction materials other than on-site alluvium, shall consist of clean silt-free gravel or river rock.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

<<STRUCTURES>>

27. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.

28. Any materials placed in seasonally dry portions of the a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.

29. This Agreement does not authorize the construction of any temporary or permanent dam, structure, flow restriction or fill except as authorized elsewhere in this Agreement.

<<POLLUTION, SEDIMENTATION, AND LITTER>>

30. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

31. Water containing mud, silt or other pollutants from aggregate washing or other activities shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

32. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.

33. **Raw cement/concrete or washings thereof, asphalt**, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.

34. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

35. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

36. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

37. Stationary equipment such as motors, pumps, generators and welders, located within or adjacent to the stream/lake shall be positioned over drips pans.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

38. Equipment shall not be operated in **wetted areas** (including but not limited to ponded, flowing or wetland areas) without the prior written approval of the Department.
39. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. All precautionary measures shall be approved by the Department and may include the negotiation of additional Agreement provisions. Debris and dust from construction activities shall be prevented from entering the water or stream bottom.
40. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a silt barrier suspended in the existing channel, or other means approved by the Department. Location of the upstream and downstream diversion points shall be approved by the Department. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. **Diversion berms shall be constructed of onsite alluvium material, sand bags, or other approved materials.** Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction. The Operator shall obtain all written approvals from the Department prior to initiation of construction activities.
41. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and which shall provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flows shall be restored to the affected stream immediately upon completion of work at that location.
42. Silty/turbid water from dewatering or other activities, shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Operator's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.
43. Upon the Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.
44. If an off-stream siltation pond/s is /are used to control sediment, pond/s shall be constructed in a location, or shall be designed, such that potential spills into the stream/lake during periods of high water levels/flow are precluded.
45. If silt catchment basin/s is/are used, the basin/s shall be constructed across the stream immediately downstream of the project site. Catchment basins shall be constructed of materials which are free from mud and silt. Catchment basins shall be constructed of materials which are free of mud and silt. Upon completion of the project, all basin materials along with the trapped sediments shall be removed from the stream in such a manner that said removal shall not introduce sediment to the stream.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

46. Should a silt catchment basin be required, the following operational methods shall be employed:
- a.) A silt catchment basin or basins (number and location to be determined by the Department) shall be constructed across the stream immediately below the project site. This catchment basin(s) shall be constructed of silt-free gravel or other materials approved by the Department.
 - b.) Upon completion of the project and after all flowing water in the area is clear of turbidity the gravel along with the trapped sediment shall be removed from the stream.
47. If a stream's low flow channel, bed, or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.
48. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
49. The clean-up of all spills begin immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.
50. Prior to commencing construction, the Operator shall submit to the Department for review and approval, the proposed water pollution control plan for the project. The plan shall be consistent with the terms and conditions of this Agreement. Any terms and conditions in the final Agency approved water pollution plan which are more restrictive than in this agreement shall be a part of this Agreement and shall be enforceable by the Department. Any changes in the original project description or Department approved water pollution plan shall be coordinated with the Department. Coordination shall include the negotiation of additional Agreement provisions.
51. Temporary fills shall be constructed of nonerodible materials and shall be removed immediately upon work completion, and shall be approved by the Department prior to implementation.
- <<FISH PASSAGE>>
52. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to fish and Game Code section 5937.
53. If flowing or ponded water is within the proposed work limits, the Operator shall telephone the fishery biologist, Maurice Cardenas at (805) 640-1852, prior to commencing activities within the bed, bank, and channel. The Operator shall leave his/her name, date and time called, telephone number, the stream name, work location, nature of planned activities and proposed schedule.
54. No work shall be conducted within 200 feet of flowing or ponded water within the river, which has potential to support steelhead. Adult steelhead are expected to be in the area during periods of high flow (January through March) and smolt are likely to be in the area during periods of receding flows (March to July). The Operator shall not work during these times. National Marine Fisheries Biologist shall be contacted to coordinate additional fish salvage and avoidance measures.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

55. If flowing or ponded water is within the proposed work limits, the Operator shall have a qualified fisheries biologist survey the proposed work area to verify presence/absence of the any sensitive fish species and any other species of special concern which may occur within the area. Survey methods shall conform to the current U. S. National Marines Fisheries Service and the California Department of Fish and Game. If any T/E species are found, the Operator shall cease all work within ½ mile radius of the sighting and in all water (flowing or impounded) and shall contact the Department within 24 hours of the sighting and shall request an onsite inspection by the Department representative (to be done at the discretion of the Department) to determine if work shall proceed. The results of the surveys shall be provided to the Department, along with copies of all field notes, prior to the completion of work or as otherwise specified. The survey techniques shall be approved by the Department, in writing, and the researcher shall have the required State and federal permits.

<<RESTORATION/MITIGATION>>

56. Mitigation for areas for Temporary Disturbance-The Operator shall not exceed more than 4.5 acres of streambed habitat/vegetation with the banks, bed and channel of the stream. Restoration of all stripped or exposed work area shall be completed by means of cuttings, planting or reseeding with native seed found local to the area. The seed and planting palette shall be submitted to the Department prior to work activities.

57. If by June 1 of each year the project site has not attain 20% cover of native vegetation within the replanted areas, reseeding or replanting may be required. The Operator shall be responsible for any cost occurred during the revegetation or in subsequent corrective measures. Replacement plants shall be monitored with the same survival and growth requirements for 2 years after planting.

58. Only native species shall be planted within the area of the newly restored slope and disturbed areas.

59. Restoration for areas of temporary disturbance shall be at a 1:1 ratio. Restoration shall include the revegetation of stripped or exposed work areas with only native vegetation local to the area.

60. Any temporary access roads within the streambed shall be ripped and reseed with native alluvial scrub seed mix to allow for restoration. Disturbed bank areas shall be replanted with willow pole cuttings. Permanent access roads and the bottom of the forebay shall not require restoration.

61. All plants shall be planted in randomly space, naturally clumped patterns. The average planting densities shall meet the criteria specified above.

62. An annual report shall be submitted to the Department by Jan. 1 of each year for 3 years after planting. This report shall include the % cover, and height by species of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, exotic plant control efforts, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.

63. All planting, maintenance, monitoring and reporting activities shall be supervised by a specialist familiar with restoration of native plants.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

~~64. The Operator shall provide irrigation when natural moisture conditions are inadequate to ensure survival of plants. Irrigation shall be provided for a period of at least two years from planting. Irrigation shall be phased out during the fall/winter of the third year from planting. All plants must survive and grow for at least three years without supplemental water for the restoration phase of the project to be eligible for acceptance by the Department.~~

LI
6-15-05

<<REMOVAL OF NON-NATIVE VEGETATION>>

65. The Operator shall remove any non-native vegetation (tree tobacco, castor bean, giant reed, etc.) from the work area and shall dispose of it in a manner and a location which prevents its reestablishment. Removal shall be done at least three times annually during the growing season.

66. No herbicides shall be used on native vegetation unless specifically authorize, in writing, by the Department.

67. Invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means.

68. The Operator shall apply any herbicide in accordance with state and federal law. No herbicide shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above 5 miles per hour.

<<PROTECTION FOR WILDLIFE AND AQUATIC SPECIES>>

69. The Operator shall have a qualified wildlife biologist survey the area to confirm the presence/absence of the Steelhead and smolt, southwestern pond turtle, red legged frog, and other species of concern likely to be found in the area during the proposed operations. Survey techniques, timing, and schedule shall be approved by the Department. Survey results, analysis, and recommendations, along with the field notes shall be provided to the Department prior to commencing construction or within two weeks of completion of field surveys, whichever is earlier. Should any sensitive species be found during pre-project surveys and work must be done in identified areas during sensitive periods, the Operator shall develop and implement a plan for the protection of these species. This plan shall be approved by the department prior to commencing work. The results of any surveys and any protective measures instituted, as a part of the protection and monitoring plan, shall be provided to the Department within one week from implementation. The Operator shall be responsible for reporting all observations of threatened/endangered species or of species of special concern to the Department's Natural Diversity Data Base within ten (10) days of sighting.

70. Should any federal listed threatened/endangered (T/E) species occur in the area or will be impacted by the work proposed, the Department herein advises the Operator that a Federal Endangered Species Permit may be required to address possible impacts to any T/E species. Should such permit(s) be required, the Operator shall provide copies to the Department. All conditions contained therein, shall become a part of this agreement and shall be enforceable by the Department.

<<ADMINISTRATIVE-MISCELLANEOUS >>

71. All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

72. If the Operator or any of the individuals mentioned above violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until the Department has taken all of its legal actions.
73. The Operator shall **provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work** and must be presented to any Department personnel, or personnel from another agency upon demand.
74. The Operator herein grants to Department employees and/or their consultants (accompanied by a Department employee) the right to enter the project site at any time, to ensure compliance with terms and conditions of this Agreement and /or determine the impacts of the project on wildlife and aquatic resources and /or their habitats.
75. The Operator **shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities (**) and at least five (5) days prior to completion of construction (project) activities.** Notification shall be sent to the Department at 4949 Viewridge Ave., San Diego, CA 92123, Attn: ES. SAA # 1600-2005-0243-R5.
76. The Department reserves the right to cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator or any contractors working for the Operator, has breached any of the terms or conditions of the agreement.
77. The Department reserves the right to suspend or cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or conditions of this Agreement, or for other reasons, including but not limited to the following:
- a. The Department determines that the information provided by the Operator in support of the Notification/Agreement is incomplete or inaccurate;
 - b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
 - c. The project or project activities as described in the Notification/Agreement have changed;
 - d. The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 1600-2005-0243-R5

CONCURRENCE

This Agreement becomes effective on the Departments signature and the construction portion terminates on 11/30/2007. This Agreement shall remain in effect to satisfy the mitigation terms/conditions of this Agreement.

This agreement was prepared by Martin Potter

(Operator's name)

John P. Potter 6-23-09
(signature) (date)

General MANAGER
(title)

California Dept. of Fish and Game

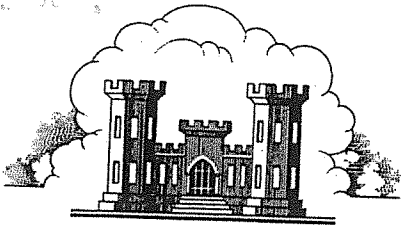
Charles Raysbrook (date)
Regional Manager

SAA# 1600-2005-0243-R5

APPENDIX B

DEPARTMENT OF THE ARMY PERMIT

PERMIT NUMBER 200501568-JWM



LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY PERMIT

Permittee: Steve Wickstrum, Casitas Municipal Water District

Permit Number: 200501568-JWM

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To periodically conduct routine forebay, cutoff wall/earthen dam and spillway maintenance activities at the Robles Diversion Dam Facility over a ten-year maintenance period as shown on the attached drawings.

Project Location: The proposed project is located within the Ventura River at the Robles Diversion Dam structure, near Meiners Oak, Ventura County, California (lat:34-27-54.0720 lon:119-17-26.1600).

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized (routine) activity ends on September 27, 2015. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall only perform maintenance work if the capacity of the forebay basin has reached less than or equal to 10% of its original design capacity.
2. Prior to each maintenance event, the permittee shall notify the Corps and NOAA Fisheries in writing a minimum of two weeks before the proposed start date of maintenance activities. The notification shall include a brief description of the biological and hydrological conditions of the site and its vicinity, an assessment of the perceived impacts to wildlife species and water quality, and a set of recommendations for avoiding and minimizing adverse impacts to aquatic resources. Furthermore, the permittee shall not begin maintenance activities until receiving written approval from the Corps.
3. Prior to each maintenance event, the permittee shall ensure that all contractors and subcontractors have read and fully understand all terms and conditions of this permit. The permittee shall ensure that a copy of this permit is maintained on-site during the entire construction period.
4. In order to avoid impacts to water quality and wildlife species (e.g., southern steelhead (*Onchorynchus mykiss*)), the permittee shall only perform maintenance activities between July 1 and December 1. However, the permittee shall be allowed a one-time exception to this requirement for the upcoming 2005 maintenance event. For this one-time exception, the applicant shall complete all work within Corps jurisdiction by January 1, 2006 and also shall remove all equipment from the streambed and notify the Corps and NOAA Fisheries should a rain event be predicted within 24 hours.
5. Prior to each maintenance event, the limits of the project's impact area shall be delineated by the placement of temporary construction fencing or stakes and signage, sufficient to

prevent equipment or personnel from disturbing waters of the U.S. outside of the demarcated project area(s).

6. To minimize impacts to and avoid take of southern steelhead (*Oncorhynchus mykiss*), the permittee shall employ a NOAA Fisheries-approved biologist to survey the project area and its vicinity (i.e., 500 feet upstream and downstream) for this species immediately prior to initiation of work, to periodically survey/monitor during the project (i.e., during all work occurring within flowing water), and to briefly educate foremen and personnel about the southern steelhead, including their protected status, life stages, proximity to the project site, avoidance/minimization measures to be implemented during this particular project, and the implications of violating ESA and Corps permit conditions.
7. If steelhead are identified within the 1,500-linear-foot project reach and/or capture and relocation is deemed necessary by the qualified biological monitor, the monitor shall notify the Corps and NOAA Fisheries prior to initiation of capture efforts, and shall follow the methods described within the Biological Opinion (151422SWR02PR6168:FR).
8. Following each maintenance event, if necessary, the pre-construction surveys and relocation efforts shall be documented and provided to the Corps and NOAA Fisheries. Documentation shall include name of biologist(s), location and description of area surveyed, time and date of survey, survey methods, a list and tally of all sensitive animal species observed during the survey, and a detailed discussion of capture and relocation efforts (if necessary).
9. Following each maintenance event, the Diversion basin shall be cleared of exotic plant species on an annual basis (giant reed, castor bean, tree tobacco, tree of heaven, tamarisk, mustard, yellow star thistle, sweetclover) for a two-year native establishment period.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

by John P. Johnson
PERMITTEE
for Castles Municipal Water District

10-4-05
DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

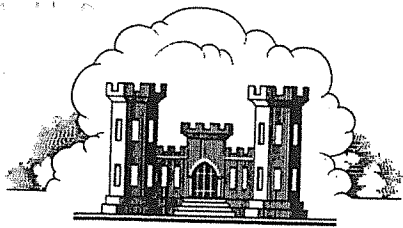
David J. Castanon
David J. Castanon
Chief, Regulatory Branch

10-5-05
DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEEE

DATE



LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

**CERTIFICATION OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY PERMIT**

Permit Number: 200501568-JWM
Name of Permittee: Casitas Municipal Water District
Date of Issuance: September 27, 2005

Upon completion of the activity authorized by this permit, sign this certification and return it to the following address:

Regulatory Branch - Los Angeles District Office
ATTN: CESPL-CO-R-200501568-JWM
2151 Alessandro Drive, Suite 110
Ventura, California 93105

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit.

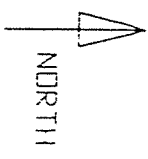
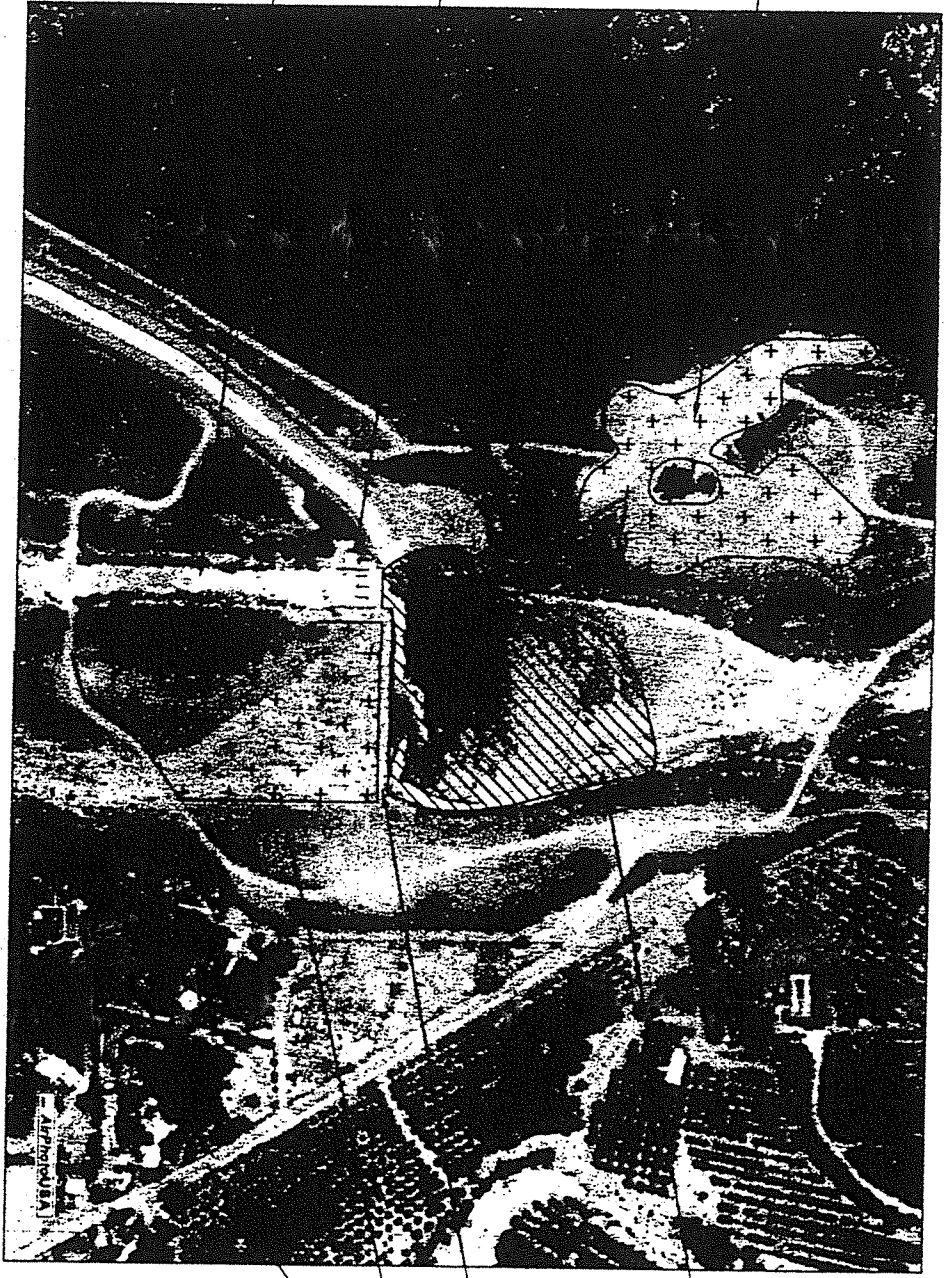
Signature of Permittee

Date

UPLAND DEPOSIT
SITE

ROBLES FISH
PASSAGE FACILITY
AERIAL PHOTO
TAKEN PRIOR TO
CONSTRUCTION OF
THE FISH PASSAGE

VENTURA RIVER



APPROXIMATE SEDIMENT
REMOVAL AREA (GRID)
FOREBAY

CUT-OFF WALL
(EXISTING)

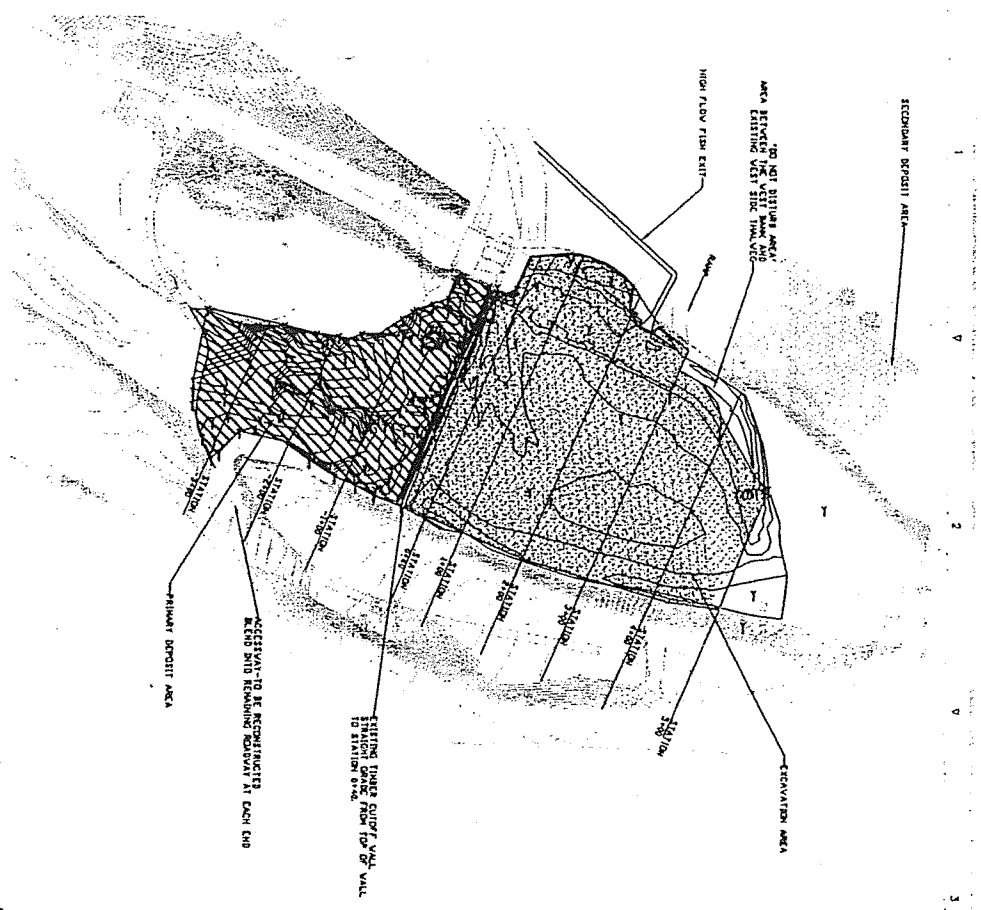
DOWNSTREAM SEDIMENT
DEPOSIT AREA

RICE ROAD

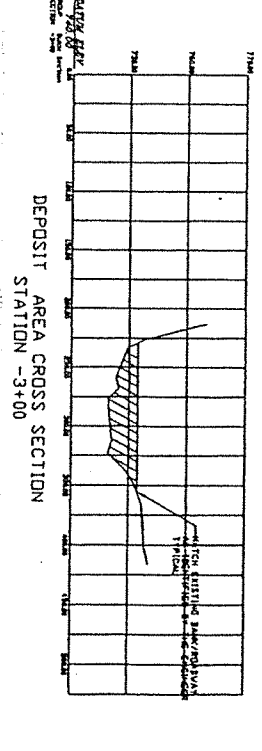
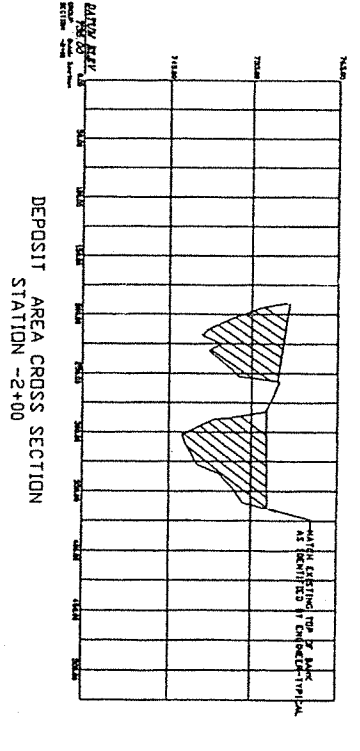
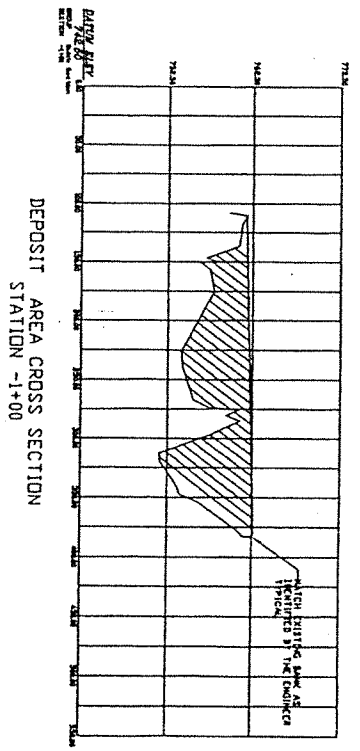
ROBLES FISH PASSAGE FOREBAY RESTORATION PLAN VIEW

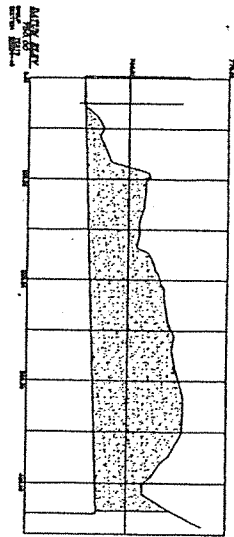
PHOTO TAKEN IN JULY 2002 PRIOR TO STORM DAMAGE &
CONSTRUCTION OF THE FISH PASSAGE
NO SCALE

PLAN VIEW
FOREBAY EXCAVATION & DEPOSIT AREA

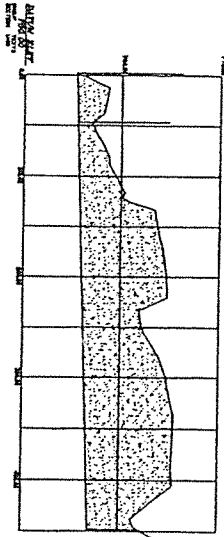


ROBLETS FISH PASSAGE FOREBAY RESTORATION

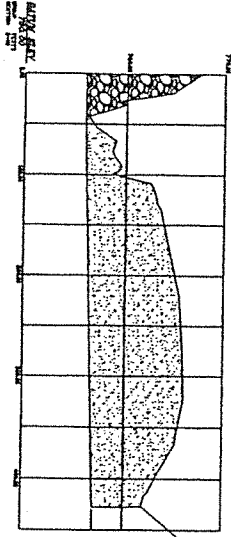




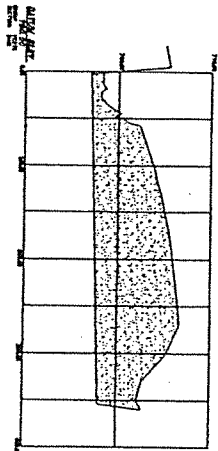
EXCAVATION AREA CROSS SECTION
STATION 0+40



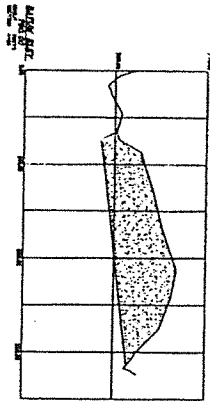
EXCAVATION AREA CROSS SECTION
STATION 1+00



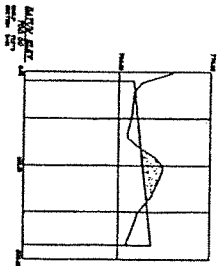
EXCAVATION AREA CROSS SECTION
STATION 2+00



EXCAVATION AREA CROSS SECTION
STATION 3+00



EXCAVATION AREA CROSS SECTION
STATION 4+00



EXCAVATION AREA CROSS SECTION
STATION 5+00

ROBLES FISH PASSAGE FOREBAY RESTORATION



APPENDIX C

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
WATER QUALITY CERTIFICATION FOR PROPOSED ROBLES FISH PASSAGE
FOREBAY RESTORATION PROJECT (FILE NO. 05-054)



California Regional Water Quality Control Board Los Angeles Region



Dr. Alan Lloyd
Secretary for
Environmental
Protection

Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Arnold Schwarzenegger
Governor

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Mr. Neil Cole
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

WATER QUALITY CERTIFICATION FOR PROPOSED ROBLES FISH PASSAGE FOREBAY RESTORATION PROJECT (Corps' Project No. 2005-01348-JWM), VENTURA RIVER, CITY OF MEINERS OAKS, VENTURA COUNTY (File No. 05-054)

Dear Mr. Cole:

Regional Board staff has reviewed your request on behalf of the Casitas Municipal Water District (Applicant) for a Clean Water Act Section 401 Water Quality Certification for the above-referenced project. Your application was deemed complete on September 7, 2005.

I hereby issue an order certifying that any discharge from the referenced project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003 - 0017 - DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that have received State Water Quality Certification" which requires compliance with all conditions of this Water Quality Certification.

The Applicant shall be liable civilly for any violations of this Certification in accordance with the California Water Code. This Certification does not eliminate the Applicant's responsibility to comply with any other applicable laws, requirements and/or permits.

Should you have questions concerning this Certification action, please contact Valerie Carrillo, Lead, Section 401 Program, at (213) 576-6759.


Jonathan S. Bishop
Executive Officer

9/27/05
Date

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

DISTRIBUTION LIST

Vicki Clark, Staff Attorney
Environmental Defense Center
906 Garden Street
Santa Barbara, CA 93101

Jessie Altstatt
Santa Barbara Channel Keeper
714 Bond Street
Santa Barbara, CA 93103

Oscar Balaguer
State Water Resources Control Board
Division of Water Quality
P.O. Box 944213
Sacramento, CA 94244-2130

Peter Brand
Coastal Conservancy
1330 Broadway, Suite 1100
Oakland, CA 94612

Betty Courtney
California Department of Fish and Game
Streambed Alteration Team
4949 View Ridge Avenue
San Diego, CA 92123

John Markham
U.S. Army Corps of Engineers
Regulatory Branch, Ventura Field Office
2151 Alessandro Drive, Suite 255
Ventura, CA 93001

Aaron Setran (WTR-8)
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

Tim Vendlinski
Supervisor, Wetlands Regulatory Office (WTR-8)
US EPA, Region 9
75 Hawthorne
San Francisco, CA 94105

Diane Noda
U.S. Fish and Wildlife Service
2493 Portola Road, Suite B
Ventura, CA 93003

ATTACHMENT A

Project Information
File No. 05-054

1. Applicant: Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Phone: (805) 649-2251 x 107 Fax: (805) 649-3001

2. Applicant's Agent: Neil Cole

3. Project Name: Robles Fish Passage Forebay Restoration

4. Project Location: Meiners Oaks, Ventura County

Longitude: -119.29060; Latitude: 34.46502
Longitude: -119.28986; Latitude: 34.46503
Longitude: -119.28918; Latitude: 34.46505
Longitude: -119.29074; Latitude: 34.46548
Longitude: -119.29032; Latitude: 34.46621
Longitude: -119.28987; Latitude: 34.46635
Longitude: -119.28942; Latitude: 34.46617
Longitude: -119.28927; Latitude: 34.46552

5. Type of Project: Fish passage improvement project/sediment removal

6. Project Description: *Purpose:* The purpose of the proposed project is to remove accumulated sediment from the Robles Forebay area, returning the forebay to the design depths.

Description: Sediment removal will allow steelhead to migrate through the forebay on their way to upstream breeding grounds or downstream to the ocean. Removed material will be used to fill in areas on the downstream side of the cut off wall that were eroded during the 2005 storm conditions. Any additional material will be placed in the existing spoil area on the west side of the forebay. Material from the spoil area is processed over time into material that is suitable for road and construction materials. The project will impact approximately 4 temporary acres of unvegetated streambed.

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7. Federal Agency/Permit: U.S. Army Corps of Engineers
Individual Permit (No. 2005-01348-JWM)
8. Other Required Regulatory Approvals: California Department of Fish and Game
Streambed Alteration Agreement
9. California Environmental Quality Act Compliance: Casitas Municipal Water District approved the project's Negative Declaration on January 17, 2001.
10. Receiving Water: Ventura River (Hydrologic Unit No. 402.20)
11. Designated Beneficial Uses: MUN*, IND, PROC, AGR, GWR, FRSH, REC-1, REC-2, WARM, COLD, WILD, RARE, MIGR, SPWN, WET

*Conditional beneficial use
12. Impacted Waters of the United States: Non-wetland waters (unvegetated streambed): 4.00 temporary acres
13. Dredge Volume: None
14. Related Projects Implemented/to be Implemented by the Applicant: The fish passage project has been under construction since August 2003 and is structurally complete with the exception of the downstream weirs. The fish passage project and the operating biological opinion provide for increased flows in the river and less diversions.

Casitas will be constructing either 15 additional weirs that were permitted as part of the fish passage facility or an interim project.

The removal of Matilija Dam has been proposed by other agencies. If the dam is removed and the sediment currently trapped behind the dam is allowed to move downstream, then cleanout of the forebay will be required more often. Under this scenario, it may become necessary to remove sediment under wet conditions to insure

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steelhead passage.

15. Avoidance/
Minimization
Activities:

The Applicant has proposed to implement several Best Management Practices, including, but not limited to, the following:

- The sediment will be placed in an area on the downstream side of the fish passage where high flows can send the material downstream.
- Sediment will only be removed when the river is dry or when the water can be diverted outside of the removal area eliminating turbidity issues.

16. Proposed
Compensatory
Mitigation:

The Applicant has proposed to restore all areas which are temporarily impacted at a ratio of 1:1 (4.0 acres). Restoration shall consist of planting native vegetation within the temporarily impacted areas.

See Attachment B Conditions of Certifications, Additional Conditions for modifications and additions to the above proposed compensatory mitigation.

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STANDARD CONDITIONS

Pursuant to §3860 of Title 23 of the California Code of Regulations (23 CCR), the following three standard conditions shall apply to this project:

1. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and Article 6 (commencing with 23 CCR §3867).
2. This Certification action is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to 23 CCR Subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. Certification is conditioned upon total payment of any fee required pursuant to 23 CCR Chapter 28 and owed by the Applicant.

ADDITIONAL CONDITIONS

Pursuant to 23 CCR §3859(a), the Applicant shall comply with the following additional conditions:

1. The Applicant shall submit to this Regional Board copies of any other final permits and agreements required for this project, including, but not limited to, the U.S. Army Corps of Engineers' Section 404 Permit and the California Department of Fish and Game's Streambed Alteration Agreement. **These documents shall be submitted prior to any discharge to waters of the State.**
2. The Applicant and all contractors employed by the Applicant shall have copies of this Certification, the approved maintenance plan, and all other regulatory approvals for this project on site at all times so they are familiar with all conditions set forth.
3. Fueling, lubrication, maintenance, operation, and storage of vehicles and equipment shall not result in a discharge or a threatened discharge to waters of the State. At no time shall the Applicant use any vehicle or equipment which leaks any substance that may impact water quality. Staging and storage areas for vehicles and equipment shall be located outside of waters of the State.

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4. No construction material, spoils, debris, or any other substances associated with this project that may adversely impact water quality standards, shall be located in a manner which may result in a discharge or a threatened discharge to waters of the State.
5. The Applicant shall implement all necessary control measures to prevent the degradation of water quality from the proposed project in order to maintain compliance with the Basin Plan. The discharge shall meet all effluent limitations and toxic and effluent standards established to comply with the applicable water quality standards and other appropriate requirements, including the provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act. This Certification does not authorize the discharge by the applicant for any other activity than specifically described in the 404 Permit.
6. The discharge shall not: a) degrade surface water communities and populations including vertebrate, invertebrate, and plant species; b) promote the breeding of mosquitoes, gnats, black flies, midges, or other pests; c) alter the color, create visual contrast with the natural appearance, nor cause aesthetically undesirable discoloration of the receiving waters; d) cause formation of sludge deposits; or e) adversely affect any designated beneficial uses.
7. The Applicant shall allow the Regional Board and its authorized representative entry to the premises, including all mitigation sites, to inspect and undertake any activity to determine compliance with this Certification, or as otherwise authorized by the California Water Code.
8. The Applicant shall not conduct any construction activities within waters of the State during a rainfall event. The Applicant shall maintain a **five-day (5-day) clear weather forecast** before conducting any operations within waters of the State.
9. No activities shall involve wet excavations (i.e., no excavations shall occur below the seasonal high water table). A minimum **5-foot** buffer zone shall be maintained above the existing groundwater level. If construction or groundwater dewatering is proposed or anticipated, the Applicant shall file a **Report of Waste Discharge** to this Regional Board and obtain any necessary NPDES permits/Waste Discharge Requirements prior to discharging waste. Sufficient time should be allowed to obtain any such permits (generally 180 days). If groundwater is encountered without the benefit of appropriate permits, the Applicant shall cease all activities in the areas where groundwater is present, file a Report of Waste Discharge to this Regional Board, and obtain any necessary permits prior to discharging waste.
10. All project/construction activities not included in this Certification, and which may require a permit, must be reported to the Regional Board for appropriate permitting. Bank stabilization and grading, as well as any other ground disturbances, are subject to restoration and revegetation requirements, and may require additional Certification action.

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11. All surface waters, including ponded waters, shall be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. If surface water diversions are anticipated, the Applicant shall develop and submit a **Surface Water Diversion Plan** to this Regional Board. The plan shall include the proposed method and duration of diversion activities, erosion and sediment controls, and a map or drawing indicating the locations of diversion and discharge points. The plan shall be submitted prior to any surface water diversions. If surface flows are present, then upstream and downstream monitoring for pH, temperature, dissolved oxygen, turbidity, and total suspended solids shall be implemented. These constituents shall be monitored on a **daily** basis during the first week of diversion activities, and then on a **weekly** basis, thereafter, until the in-stream work is complete. Results of the analyses shall be submitted to this Regional Board by the **15th** day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal. Diversion activities shall not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any such violations may result in corrective and/or enforcement actions, including increased monitoring and sample collection.
12. The Applicant shall restore the proposed **4.00 acres** of TEMPORARY IMPACTS to waters of the United States and all other areas of temporary disturbance which could result in a discharge or a threatened discharge to waters of the State. Restoration shall include grading of disturbed areas to pre-project contours and revegetation with native species. The Applicant shall implement all necessary Best Management Practices to control erosion and runoff from areas associated with this project.
13. The Applicant shall submit to this Regional Board **Annual Monitoring Reports** by **January 1st** of each year for a minimum period of **five (5) years** after planting or until restoration success has been achieved. The report shall describe in detail all of the project/construction activities performed during the previous year and all restoration efforts; including percent survival by plant species and percent cover. This report shall include as a minimum, the following documentation:
 - (a) Color photo documentation of the pre- and post-project site conditions;
 - (b) Geographical Positioning System (GPS) coordinates in decimal-degrees format outlining the boundary of the project and mitigation areas;
 - (c) The overall status of project including a detailed schedule of work;
 - (d) Copies of all permits revised as required in Additional Condition 1;

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- (e) Water quality monitoring results for (as required) compiled in an easy to interpret format;
 - (f) A certified Statement of “no net loss” of wetlands associated with this project;
 - (g) Discussion of any monitoring activities and exotic plant control efforts; and
 - (h) A certified Statement from the permittee or his/her representative that all conditions of this Certification have been met.
14. Prior to any subsequent maintenance activities within the project area, including clearing, maintenance by-hand, and/or the application of pesticides, the Applicant shall submit to this Regional Board a NOTIFICATION of any such activity. Notification shall include: (a) the proposed schedule; (b) a description of the existing condition/capacity; (c) the area of proposed temporary impact within waters of the State; (c) a description of any existing aquatic resources (e.g., wetland/riparian vegetation); and (d) any proposed compensatory mitigation. Notifications must be submitted a minimum of **three (3) weeks** prior to commencing work activities.
15. All applications, reports, or information submitted to the Regional Board shall be signed:
- (a) For corporations, by a principal executive officer at least of the level of vice president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which discharge originates.
 - (b) For a partnership, by a general partner.
 - (c) For a sole proprietorship, by the proprietor.
 - (d) For a municipal, State, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
16. Each and any report submitted in accordance with this Certification shall contain the following completed declaration:

“I declare under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who managed the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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Conditions of Certification
File No. 05-054

Executed on the _____ day of _____ at _____.

(Signature)
(Title)"

17. All communications regarding this project and submitted to this Regional Board shall identify the Project File Number **05-054**. Submittals shall be sent to the attention of the Nonpoint Source Unit.
18. Any modifications of the proposed project may require submittal of a new Clean Water Act Section 401 Water Quality Certification application and appropriate filing fee.
19. The project shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) **General Permit** for Storm Water Discharges Associated with Construction Activity, Order No. 99-08-DWQ. All stormwater treatment systems shall be located outside of any water of the State and shall not be used as a wetland or riparian mitigation credit.
20. Coverage under this Certification may be transferred to the extent the underlying federal permit may legally be transferred and further provided that the Applicant notifies the Executive Officer at least 30 days before the proposed transfer date, and the notice includes a written agreement between the existing and new Applicants containing a specific date of coverage, responsibility for compliance with this Certification, and liability between them.
21. The Applicant or their agents shall report any noncompliance. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. The Executive Officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
22. *Enforcement:*
 - (a) In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of

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section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.

- (b) In response to a suspected violation of any condition of this Certification, the State Water Resources Control Board (SWRCB) or Regional Water Quality Control Board (RWQCB) may require the holder of any permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the SWRCB deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
 - (c) In response to any violation of the conditions of this Certification, the SWRCB or RWQCB may add to or modify the conditions of this Certification as appropriate to ensure compliance.
23. This Certification shall expire **five (5) years** from date of this Certification. The Applicant shall submit a complete application prior to termination of this Certification if renewal is requested.

APPENDIX D

**ROBLES FOREBAY RESTORATION PROJECT BIOLOGICAL RESOURCES
ASSESSMENT, RINCON CONSULTANTS, INC. APRIL 2019**



Robles Forebay Restoration Project

Biological Resources Assessment

prepared for

Casitas Municipal Water District

1055 Ventura Ave

Oak View, California 93022

Contact: Julia Aranda, Engineering Manager

Via email: jaranda@casitaswater.com

prepared by

Rincon Consultants, Inc.

180 North Ashwood Avenue

Ventura, California 93003

April 2019



RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

rinconconsultants.com

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Appendix C	Representative Site Photographs
Appendix D	Proposed Methodology for Surveying Robles Facility Screenbay for California Red-legged frog (<i>Rana Draytonii</i>) Prior to Initiating Sediment and Vegetation Removal
Appendix E	California Red-legged frog (<i>Rana Draytonii</i>) Surveys, Robles Diversion Reach in Ventura River (November 2018)

1 Introduction

Rincon Consultants, Inc. (Rincon) prepared this Biological Resources Assessment (BRA) to provide the Casitas Municipal Water District (Casitas) with an assessment of the potential impacts to biological resources associated with implementation of the Robles Forebay Restoration Project (project). This report documents the existing conditions of the project site and evaluates the potential for impacts to species, sensitive communities, jurisdictional waters (Ventura River), wildlife movement near the proposed project, and locally protected resources such as native trees. The biological evaluation herein includes the results of a background literature review and field reconnaissance surveys conducted by Rincon and other consultants.

1.1 Project Location and Description

Casitas Municipal Water District (CMWD) operates the Robles Diversion Dam (Robles Diversion), which includes the forebay that was constructed in the late 1950s. The Robles Fish Passage Facility (Facility) is located on the Ventura River, 2 miles downstream of Matilija Dam, in unincorporated Ventura County, California (34.464820°N, -119.291107°W). The project is in the Matilija U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle (Figure 1). The Robles Diversion allows Ventura River flows to be diverted into the Robles Canal, which transports the water to Lake Casitas for storage and ultimately municipal use.

The Facility forebay is located upstream of the Facility above the timber cut-off wall in the Ventura River (Figure 2). The forebay was designed in 1957 as shown on the United States Department of Interior Bureau of Reclamation Robles Diversion Dam General Plan (February 8, 1957), and comprises approximately 4.61 acres of the Ventura River. It is imperative to maintain the depth of the forebay as designed, as it is a critical component of the Robles Diversion Facility and fish passage. The Robles Facility cannot operate if the timber cutoff wall is breached because no forebay can be maintained. Inflows into the Robles Diversion forebay from the Ventura River watershed upstream of the Facility are not constant from year to year, therefore CMWD operations activities associated with the maintenance of the forebay change as inflows change over the course of a storm event. Maintenance activities conform with those described in the existing Biological Opinion (BiOp) issued to CMWD by the National Marine Fisheries Service (NMFS) in 2003 for the construction and operation of the diversion and fish passage Facility.

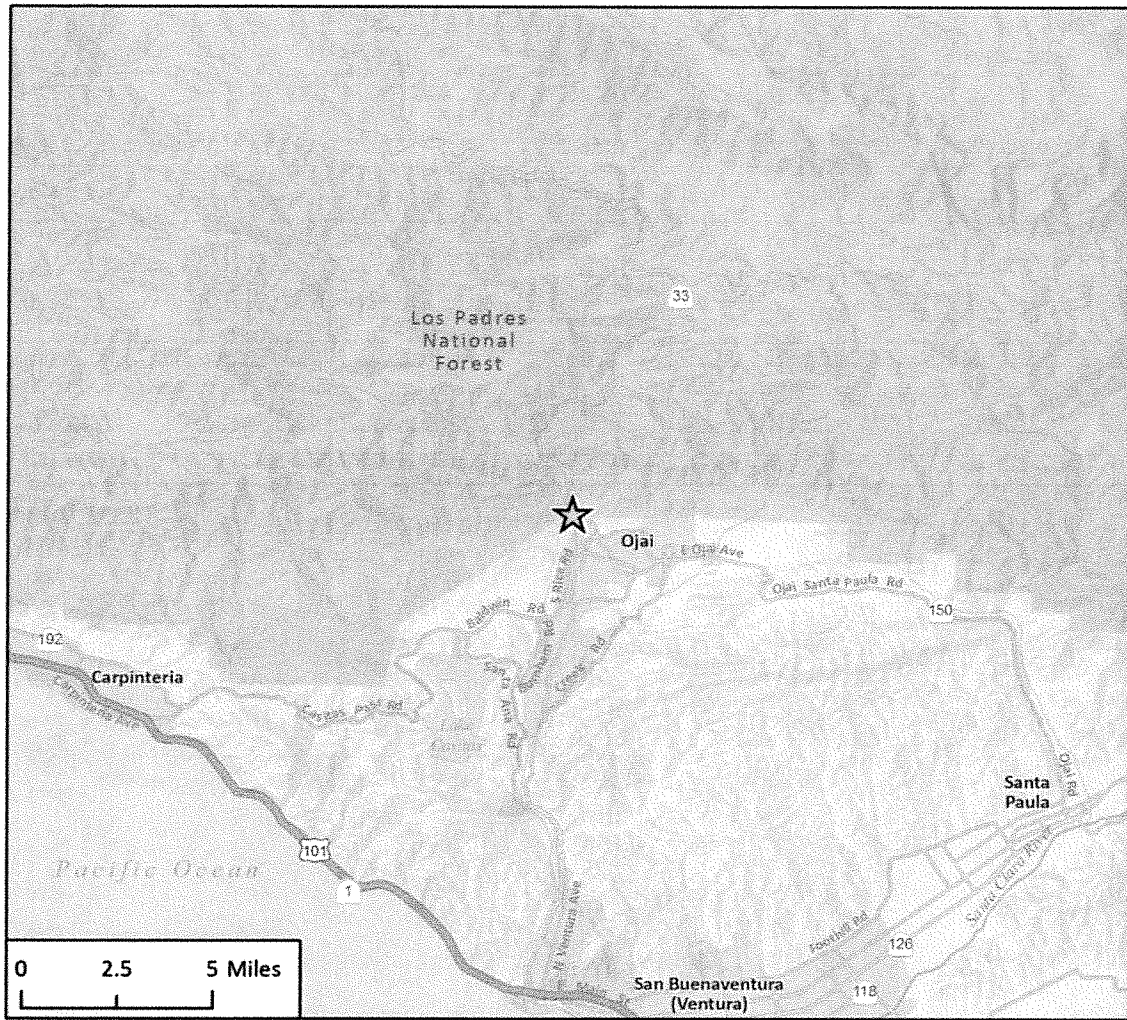
The Facility was designed to facilitate fish passage for federal endangered southern California steelhead (*Oncorhynchus mykiss*). Per the BiOp, diversion activities may begin after the forebay has filled with water to an elevation of 764.5 feet above mean seal level (msl). Once the forebay has reached the necessary elevation, the headworks of the diversion structure can be opened, and fish can move up- and downstream through the diversion structure via the fishway, fish bypass channel, and the diversion headworks gate. Following the Thomas Fire, subsequent heavy storm events caused the forebay to be inundated with sediment and debris, substantially decreasing the volume capacity of the forebay. In accordance with the BiOp, sedimentation of the forebay pool can necessitate periodic removal of accumulated sediment and large storm events can create the need to shore up the earthen dam and forebay walls. Maintenance of the forebay requires moving dirt and rock within the channel using heavy equipment. To avoid potential adverse effects to steelhead,

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these activities will occur when the streambed is dry. This activity may occur every few years but is highly dependent on storm load conditions. The proposed project includes the removal of an estimated 38,888 cubic yards of spoil (sediment and vegetation) that has accumulated in the forebay since the Thomas Fire.

In accordance with the NMFS BiOp, CMWD must maintain the volume of the forebay for effective diversion and fish ladder operations. The BiOp allows CMWD to create a shallow channel within the forebay to direct low flows to the diversion structure. This shallow channel is re-constructed after high runoff events and may not be required every year. The creation of the shallow channel and removal of excess sediment is accomplished by heavy equipment when the channel is dry. When flows are sufficiently high to overtop the cut-off wall, erosion of the timber cut-off wall and the banks of the overflow channel downstream occurs. Therefore, sediment removed during forebay maintenance activities is first used to restore these storm-eroded areas. For the purpose of this project, CMWD proposes to restore the forebay area by removing the accumulated sediment. The sediment removed will be used to restore storm-eroded areas within 1,600 feet downstream of the timber cut-off wall. The project will involve use of heavy equipment to remove the sediment and vegetation in the forebay and shore up the channel banks downstream of the timber cut-off wall that have been eroded by heavy storms. The sediment would be removed from the forebay with equipment that could include a clamshell, bobcat tractor, or other loader and supporting vehicles (e.g., dump trucks, etc.) to transport and spread the sediment. The sediment would be deposited downstream of the timber cut-off wall over approximately 7.94 acres, where forebay sediment has been placed in the past, and where active flow within the channel would not be impeded (Figure 2). This project would be completed during dry conditions. The project would enable the Facility to operate as designed, both for water diversions and safe fish passage.

Figure 1 Regional Project Location



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★ Project Location

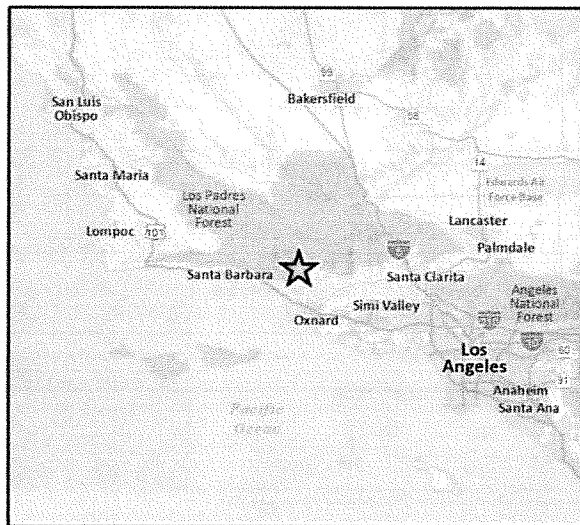


Figure 2 Restoration Area



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2 Methodology

2.1 Regulatory Setting

The Facility is under the jurisdiction of the United States Bureau of Reclamation. Maintenance activities at the Facility are subject to existing regulatory permits, including a NMFS Endangered Species Act (ESA) Section 7 BiOp. The BiOp includes approvals from agencies with jurisdiction over resources in the Ventura River, namely the California Department of Fish and Wildlife (CDFW). The existing BiOp for the Facility addresses effects from the operation of the Robles Diversion and Fish Passage Facility on endangered steelhead in accordance with Section 7 of the ESA. The BiOp includes measures recommended for the maintenance of the diversion and fish passage Facility.

Regulated or sensitive resources studied and analyzed herein include special status plant and animal species, nesting birds and raptors, sensitive plant communities, jurisdictional waters and wetlands, wildlife movement, and locally protected resources, such as protected trees. Regulatory authority over biological resources is shared by federal, state, and local authorities.

Federal Regulations

Federal regulations include the ESA which was passed by Congress in 1973 to protect and recover imperiled species and the habitat upon which they depend. The lead federal agencies for implementing ESA are the U.S. Fish and Wildlife Service (USFWS), the National Oceanic and Atmospheric Administration (NOAA), which includes NMFS. Section 9 of the ESA prohibits the “take” of species listed by USFWS as threatened or endangered.

The Environmental Protection Agency (EPA) regulates surface water quality in waters of the United States under Section 401 of the Clean Water Act (CWA). The objective is to restore and maintain the chemical, physical and biological integrity of the Nation’s waters. CWA Section 401 states before issuing a license or permit resulting in any discharge to waters of the United States, an applicant for a federal permit or license must obtain from the EPA/Tribe/State where the proposed project is located, a certification noting the discharge is consistent with the CWA, including attainment of applicable water quality standards is required.

The U.S. Army Corps of Engineers (Corps) and the EPA regulate the discharge of dredge or fill material into waters of the U.S. under Section 404 of the CWA. The term discharge of dredged material means any addition of dredged material into, including redeposit of dredged material other than incidental fallback within, the waters of the United States. Section 404 (f)(1) states maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures qualify for exemption of permit requirements. Maintenance does not include any modifications changing the character, scope, or size of the original fill design. Emergency reconstruction must occur within a reasonable period of time after damage occurs in order to qualify for this exemption.

State Regulations

State regulations include the California Environmental Quality Act (CEQA), under Title 14 of the California Code of Regulations (CCR), which requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. This statute provides protection for federal and/or state listed species, as well as species not listed but that may be considered rare, threatened, or endangered if the species can be shown to meet specific criteria for listing outlined in CCR Section 15380(b). Public Resources Code Section 21084 requires the state CEQA Guidelines to include a list of classes of projects having been determined not to have a significant effect on the environment and that are, therefore, exempt from CEQA (see Chapter 19 Sections 15301 through 15333 of the State CEQA Guidelines).

The California Endangered Species Act (CESA) protects native species of fishes, amphibians, reptiles, birds, mammals, invertebrates, and plants, and their habitats, threatened with extinction and those experiencing a significant decline. CDFW may authorize the take of any such species if certain conditions are met. Incidental take permits (ITPs) can be authorized under Section 2081(b) of the Fish and Game Code (CFGC), which allows CDFW to authorize take of species listed as endangered, threatened, candidate, or a rare plant, if take is incidental to otherwise lawful activities.

CFGC Section 1600 et. seq. requires all diversions, obstructions, or changes to the natural flow of bed, channel, or bank of any river, stream, or lake in California are subject to the regulatory authority of the CDFW and require preparation of a Lake or Streambed Alteration Agreement (LSA). If work is necessary to protect life or property; or immediate repairs to public service facilities are necessary to maintain service as a result of a disaster in an area in which the Governor has proclaimed a state of emergency an emergency notification must be submitted in writing within 14 days of beginning emergency project/work.

Ventura County

The Ventura County Watershed Protection District (District) holds authority over its jurisdictional channels. The primary ordinance establishing District authority and the requirements to obtain permits for any encroachment into District jurisdictional channels, including right of way, is Ventura County Watershed Protection Ordinance WP-2. Red-line channels are those where the District has jurisdiction over and a watercourse or encroachment permit is required for work affecting the bed, banks and overflow areas of District jurisdictional red line channels. Government Code 53091 exempts the location or construction of facilities for the production, generation, storage, treatment, or transmission of water, from the building and zoning ordinances of a county or city. Because this Ordinance WP-2 is not for zoning or building, it may apply to the project and could require submittal of notification 15 days following initiation of the project. Applicability of this ordinance to the proposed project activities would need to be determined by the District.

2.1.1 Definition of Special Status Species

For the purposes of this report, special status species include:

- Species listed as threatened or endangered under the Federal Endangered Species Act (FESA); species that are under review may be included if there is a reasonable expectation of listing within the life of the project
- Species listed as candidate, threatened, or endangered under the California Endangered Species Act (CESA)

- Species designated as Fully Protected, Species of Special Concern, or Watch List by the California Department of Fish and Wildlife (CDFW)
- Species designated as sensitive by the U.S. Forest Service or Bureau of Land Management, if the project would affect lands administered by these agencies
- Species designated as locally important by the Local Agency and/or otherwise protected through ordinance or local policy

2.1.2 Environmental Statutes

For the purpose of this report, potential impacts to biological resources were analyzed based on the following statutes:

- California Environmental Quality Act (CEQA)
- Federal Endangered Species Act (ESA)
- California Endangered Species Act (CESA)
- Federal Clean Water Act (CWA)
- California Fish and Game Code (CFGC)
- Migratory Bird Treaty Act (MBTA)
- The Bald and Golden Eagle Protection Act
- Porter-Cologne Water Quality Control Act
- Ventura County Watershed Protection Ordinance WP-2

2.1.3 Guidelines for Determining CEQA Significance

The following threshold criteria, as defined by the CEQA Guidelines Appendix G Initial Study Checklist, were used to evaluate potential environmental effects. Based on these criteria, the proposed project would have a significant effect on biological resources if it would:

- a) *Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.*
- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service.*
- c) *Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.*
- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.*
- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.*
- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan.*

2.2 Literature Review

The USFWS Information for Planning and Consultation (IPAC) system (USFWS 2019a), and Critical Habitat Portal (USFWS 2019b), and the CDFW California Natural Diversity Database (CNDDDB) (CDFW 2019) were queried to establish a list of special status species previously documented in the project vicinity. The online Inventory of Rare Endangered Vascular Plants of California, California Native Plant Society ([CNPS] 2019) was reviewed. The results of these queries were used to determine whether any special status species, sensitive habitat, or jurisdictional waters are known to occur on or adjacent to the project site. The CNDDDB records search of California special status species, CNPS search of rare plants, and the USFWS IPAC and Critical Habitat data for federally threatened and endangered species are presented in Appendix B. Observations are reported within a five-mile radius surrounding the project. The USFWS National Wetlands Inventory (NWI) Wetlands Mapper (USFWS 2019c) was utilized to determine wetland resources in the project area, and the Natural Resources Conservation Service Web Soil Survey (NRCS 2019) was queried to determine soil map units in the project area. In addition to the literature reviewed, photographs taken by CMWD of the forebay were used in this assessment.

2.3 Field Reconnaissance Survey

A biological reconnaissance field survey was conducted by Rincon biologist Jaime McClain and botanist Robin Murray on August 10, 2018. In addition, follow-up surveys were conducted on December 13, 2018, and April 16, 2019, by Rincon biologist Lindsay Griffin, to document current existing conditions. All surveys included the Facility, areas associated with the project and a 100-foot buffer surrounding forebay where sediment removal is proposed and where sediment will be placed after it is removed (referred to as the restoration areas) (Figure 2). For the initial survey, the project site was accessed via a dirt road from Rice Road. A cleared pad located east of the forebay, approximately 50-100 feet from the Ventura River, would be suitable for equipment and materials staging. The survey focused on sensitive flora and fauna species, including an assessment of the potential for special status species and/or habitats to occur.

Ms. McClain and Ms. Murray walked meandering transects throughout the survey area and visually inspected the area with binoculars. Drainage features and riparian habitat were noted. For the purposes of this report, the Biological Study Area (BSA) includes the Facility forebay, an upland staging site adjacent to the Facility, approximately 1,600 feet of downstream river channel where sediment will be placed within the Ventura River, and a 100-foot buffer surrounding the sediment removal/replacement area (Figure 2).

3 Existing Conditions

3.1 Physical Characteristics

The Facility is hardscaped with concrete and metal and surrounded by a chain-link fence. The habitat in uplands west of the forebay is predominantly coastal scrub. East of the forebay is a disturbed area that was created during Facility construction. This area is comprised of a gravel base and is proposed as the staging area. The western edge of this disturbed area borders an upland vegetated strip comprised essentially the width of individual coast live oak (*Quercus agrifolia*) trees. Residential properties and agricultural lands extend eastward from the east bank of the Ventura River floodplain. The Ventura River floodplain broadens downstream of Facility, to the south.

The river is flashy and flows mostly seasonally, although in drought years flows may not occur in sections of the river. Pools, such as the entrance pool (immediately downstream of the Robles spillway gates), form where there is surface flow support or up wells of subsurface flows. Downstream of the entrance pool to Baldwin Road crossing and even below, the river can dry over lengthy stretches.

The forebay is predominantly scoured and filled in with sediment that was washed down from areas higher in the watershed. The sediment deposited in the forebay is mainly a result of erosion on fire-burned slopes throughout the watershed. The forebay is sparsely vegetated and dominated by non-native fennel patches, but includes a low density of scattered native plants. No trees were present in the forebay area.

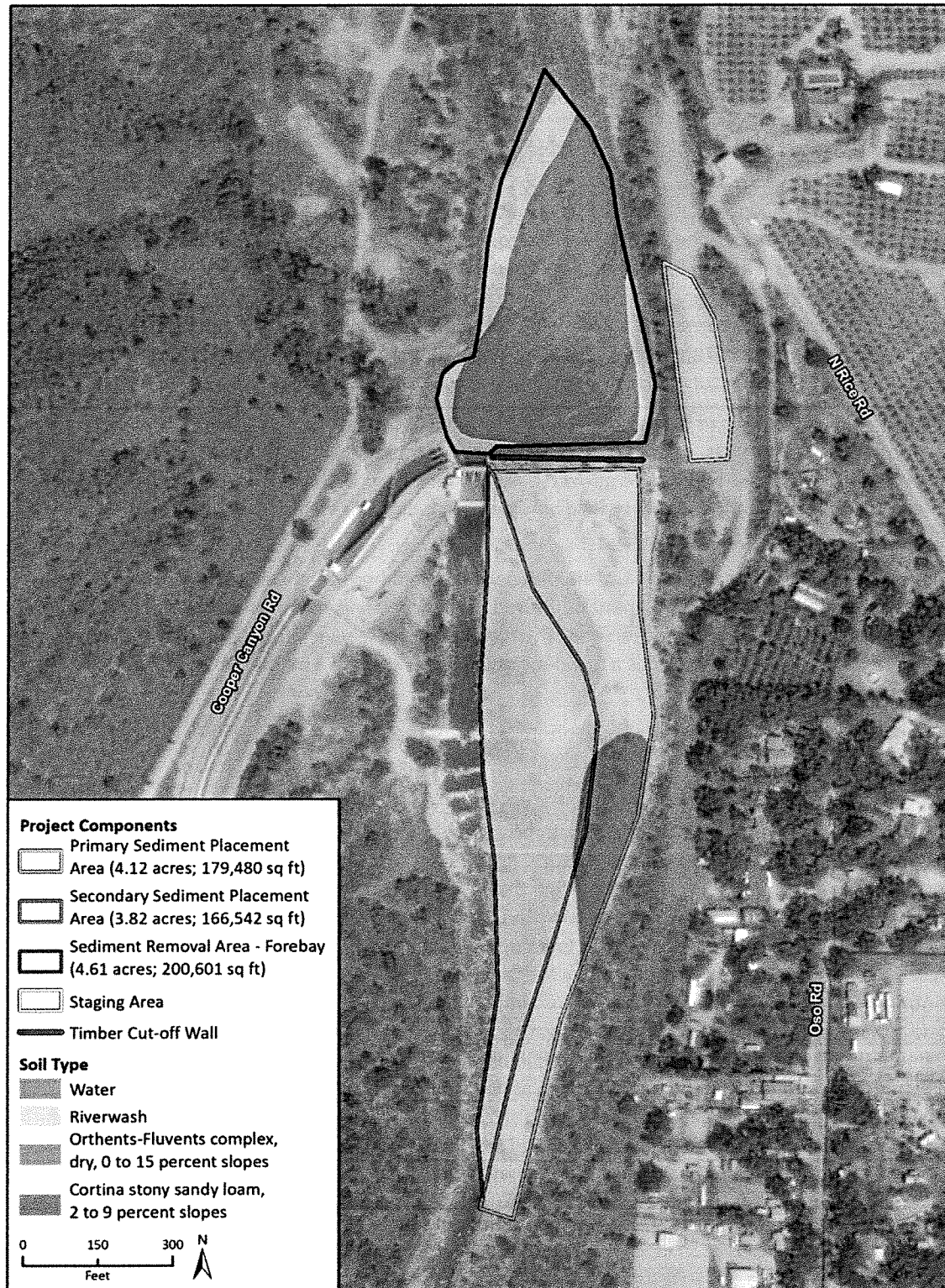
Appendix C provides representative site photographs of the forebay area.

3.1.1 Topography and Soils

The BSA occurs between 764 to 775 feet above mean sea level (USGS Topographic Quadrangle Maps, Google Earth 2018). The USDA, Natural Resources Conservation Service (NRCS) Web Soil Survey delineates three soil map units within the BSA. According to the NRCS Web Soil Survey, the BSA is dominated by Water (W), Riverwash (Rw), Orthents-Fluents complex (38), dry, 0 to 15 percent slopes, and Cortina stony sandy loam (CrC), 2 to 9 percent slopes (Figure 3). Note that Figure 3 maps the forebay as containing water, however, under normal circumstances, the forebay contains limited water. Riverwash profile is comprised of sand (0 to 6 inches) and stratified coarse sand to sandy loam (0 to 60 inches). Riverwash is generally characterized as 'somewhat poorly drained' (USDA 2019). This soil type is found in drainageways. Orthents-Fluents complex comprised of sandy loam and is generally characterized as 'well drained' (USDA 2019). This soil type is generally found on terraces at the toeslope position. The Cortina stony sandy loam profile is comprised of stony sandy loam (0 to 36 inches) and stratified very stony loam sand to very stony loam (36 to 60 inches). The soil type is characterized as 'somewhat excessively drained' (USDA 2019) and is generally found on alluvial fans positioned on the back or toeslope.

Riverwash is designated as hydric soils in the Ventura Area (USDA, NRCS 2019).

Figure 3 Soil Map



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3.2 Vegetation and Other Land Cover

Several plant communities and land cover types occur within the BSA. The Facility is hardscaped with concrete and metal and surrounded with a chain-link fence. The Facility is surrounded by gravel base and disturbed bare ground. The habitat in uplands west of the Facility, beyond the chain-link fence is predominantly laurel sumac (*Malosma laurina*) scrub, a native California vegetation community. East of the forebay is a disturbed area that was created during Facility construction (it includes the proposed staging site) and contains a gravel base and scattered non-native species including Russian thistle (*Salsola* sp.) and tocalote (*Centaurea melitensis*). Downstream of the timber cut-off wall, a riparian strip comprised of individual coast live oak trees and sycamore trees occurs along the west bank of the Ventura River. Residential properties and agricultural lands extend eastward from the east bank of the Ventura River floodplain. The Ventura River floodplain broadens downstream of Facility, to the west. The BSA is predominately characterized as disturbed due to the recent fire and heavy scouring due to high flow rain events, but still supports remnant patches of laurel sumac scrub. A list of plants observed within the BSA is presented in Table 1 below.

3.3 General Wildlife

The BSA provides suitable habitat for wildlife species that commonly occur in semi-rural, residential areas. However, the proposed restoration area is surrounded by a chain-link fence, and suitable habitat for wildlife does not occur within the Facility and immediate surrounding area. The wildlife species detected on site during field surveys are common, widely distributed, and adapted to living in proximity to human development. Common avian species detected on or adjacent to the site include Anna's hummingbird (*Calypte anna*), California scrub-jay (*Aphelocoma californica*), American crow (*Corvus brachyrhynchos*), acorn woodpecker (*Melanerpes formicivorus*), California quail (*Callipepla californica*), and house finch (*Haemorhous mexicanus*). Other wildlife species observed include western fence lizard (*Sceloporus occidentalis*), western brush rabbit (*Sylvilagus bachmani*), and California ground squirrel (*Otospermophilus beecheyi*).

Table 1 Survey Area Plant List

Scientific Name	Common Name	Origin
<i>Amsinckia sp.</i>	fiddleneck	native
<i>Avena barbata</i>	slender wild oat	non-native
<i>Baccharis salicifolia</i>	mulefat	native
<i>Brassica nigra</i>	black mustard	non-native
<i>Brickellia californica</i>	brickelbush	native
<i>Bromus madritensis</i>	red brome	non-native
<i>Centaurea melitensis</i>	tocalote	non-native
<i>Corethrogyne filaginifolium</i>	common sandaster	native
<i>Cynodon dactylon</i>	Bermuda grass	non-native
<i>Datura wrightii</i>	jimson weed	native
<i>Eriodictyon crassifolium</i>	yerba santa	native
<i>Eriogonum fasciculatum</i>	California buckwheat	native
<i>Eucalyptus sp.</i>	eucalyptus	non-native
<i>Foeniculum vulgare</i>	fennel	non-native
<i>Galium aparine</i>	bedstraw	native
<i>Gilia sp.</i>	gilia	native
<i>Helianthus annuus</i>	slender sunflower	native
<i>Hirschfeldia incana</i>	short podded mustard	non-native
<i>Lepidospartum squamatum</i>	scale broom	native
<i>Malosma laurina</i>	laurel sumac	native
<i>Mentzelia sp.</i>	blazing stars	native
<i>Navarretia atractyloides</i>	holly leaf navarretia	native
<i>Quercus agrifolia</i>	coast live oak	native
<i>Salix lasiolepis</i>	arroyo willow	native
<i>Salsola ssp.</i>	Russian thistle	non-native
<i>Salvia mellifera</i>	black sage	native
<i>Schismus arabicus</i>	Arabian schismus	non-native
<i>Stipa miliacea</i>	smilo grass	non-native
<i>Typha sp.</i>	cattail	native
<i>Xanthium strumarium</i>	cocklebur	native

4 Sensitive Biological Resources

4.1 Special Status Species

Local, state, and federal agencies regulate special status species and require an assessment of their presence, or potential presence, to be conducted on site, prior to the approval of any proposed development on a property. Assessments for the potential occurrence of special status species are based upon known ranges, habitat preferences for the species, species occurrence records from the CNDDDB, species occurrence records from other sites near the survey area, and previous reports for the project site. The potential for each special status species to occur in the survey area was evaluated according to the following criteria:

- **No Potential.** Habitat on and adjacent to the site is clearly unsuitable for the species requirements (foraging, breeding, cover, substrate, elevation, hydrology, plant community, site history, disturbance regime).
- **Low Potential.** Few of the habitat components meeting the species requirements are present, and/or the majority of habitat on and adjacent to the site is unsuitable or of very poor quality. The species is not likely to be found on the site.
- **Moderate Potential.** Some of the habitat components meeting the species requirements are present, and/or only some of the habitat on or adjacent to the site is unsuitable. The species has a moderate probability of being found on the site.
- **High Potential.** All of the habitat components meeting the species requirements are present and/or most of the habitat on or adjacent to the site is highly suitable. The species has a high probability of being found on the site.
- **Present.** Species is observed on the site or has been recorded (e.g., CNDDDB, other reports) on the site recently (within the last 5 years).

4.1.1 Special Status Plant Species

A total of thirteen special status plant species have been recorded from the project region. Special status plant species have specialized habitat requirements, including plant community types, soils, and other components. The natural disturbance to the forebay area caused by continuous scouring during high flow rain events, coupled with the inundation of the forebay with sediment (approximately 10-foot depth of sediment), generally result in low potential for special status species to occur within the proposed restoration areas. Although elements of suitable habitat occur in the riparian habitat within the forebay for several special status species, no special status plants are expected to occur within the proposed restoration area given the current site conditions, and level of disturbance. During the field survey, no special status, federal or state listed species were observed or otherwise detected within the survey buffer. Appendix B provides a discussion of findings, special status, habitat requirements and occurrence potential in the project site.

4.1.2 Special Status Wildlife Species

Special status wildlife species typically have specific habitat requirements that include vegetation communities, elevations, topography, and availability of primary constituent elements (i.e., space for individual and population growth, breeding, foraging, and shelter).

Fourteen special status wildlife species were listed in the CNDDDB and are tracked within the project region. No special status wildlife species were observed within the BSA during the field reconnaissance surveys. Eight special status wildlife species were determined to have a moderate potential to occur in the BSA:

- Steelhead – Southern California DPS (*Oncorhynchus mykiss irideus*): Federally endangered, State Species of Special Concern
- California red-legged frog (*Rana draytonii*): Federally threatened, State Species of Special Concern
- San Bernardino ringneck snake (*Diadophis punctatus modestus*): State Special Animal
- Coast patch-nosed snake (*Salvadora hexalepis virgulata*): State Species of Special Concern
- Coast horned lizard (*Phrynosoma blainvillii*): State Species of Special Concern
- Two-striped garter snake (*Thamnophis hammondi*): State Species of Special Concern
- Western pond turtle (*Emys marmorata*): State Species of Special Concern
- Arroyo chub (*Gila orcutti*): State Species of Special Concern

During the field survey, no federal or state listed species were observed or otherwise detected within the survey buffer. Based on the existing condition of the project site, special status reptile species have potential to occur (Appendix B) given the presence of potentially suitable habitat for foraging and breeding. Intermittent flows are present that provide potential aquatic habitat for reptile and amphibian species that could be present. Upland vegetation, consisting of laurel sumac, was present within the survey buffer and may provide suitable habitat for special status species. The project site occurs within southwestern willow flycatcher (SWFL) and Southern California DPS steelhead (steelhead) critical habitat, although the survey buffer did not have the Primary Constituent Elements (PCEs) needed for steelhead or SWFL. PCEs required for SWFL include dense riparian vegetation not present in the survey buffer due to the recent fire. PCEs required for steelhead include adequate freshwater to support a migration corridor and access to spawning sites, neither of which is present in the survey buffer. The forebay area may provide marginally suitable habitat for aquatic and semi-aquatic species including California red-legged frog (CRLF), although none were observed during field surveys. CRLF critical habitat occurs less than one-mile from the project site and the upstream portion of the diversion provides marginal aquatic breeding habitat for the species, consisting of permanent sources of standing freshwater, but the presence of a large numbers of bullfrog larvae, especially downstream of the diversion, create predatory conditions that have the potential to substantially decrease CRLF survival or preclude the exploitation of habitats by CRLF in this reach of the Ventura River (Catalyst 2018). No sources of deep water with dense, shrubby, or emergent riparian vegetation was present; and the potential for CRLF to occur in the survey buffer is low based on current conditions. The federally and state endangered least Bell's vireo (*Vireo belli pusillus*) is known to occur in the Ventura River watershed. Due to the recent fires, the survey area lacks dense riparian habitat capable of supporting least Bell's vireo, and the potential for occurrence of the species is low. Although the species has been recorded in the Ventura River watershed, the project would have no effect on the species since the habitat within the survey area does not provide habitat that would support it.

The BSA contains potentially suitable nesting habitat for birds protected under California Fish and Game Code 3503 and the Migratory Bird Treaty Act (MBTA). The August 10, 2018 survey and follow-up survey on April 16, 2019 were conducted within the usual breeding and nesting season for resident and migratory birds. No active nests or birds exhibiting breeding behavior (e.g., courtship displays, copulation, vegetation or food carries, presence of fledglings, or territorial displays) were observed within the BSA. Tall eucalyptus trees that occur west of the forebay could support nesting raptor species, however no large stick nest structures were observed in the trees.

The hoary bat (*Lasiurus cinereus*) has a low potential to occur in the survey area. Suitable foraging habitat for the species occurs within the survey area adjacent upland laurel sumac scrub habitat west of the Facility. Impacts could occur if project activities occur adjacent to maternity roosts during the breeding season, because unlike adult bats, juvenile bats are unable to escape impacts. However, as a winter migrant the hoary bat does not commonly form maternity roosts in California. In addition, the hoary bat requires a permanent water source. Flowing water is not anticipated to be present within the project area upon project initiation.

Federal and State Listed and Fully Protected Species

Steelhead – Southern California Distinct Population Segment (DPS) (Oncorhynchus mykiss irideus): Federally Endangered, State Species of Special Concern

The CNDDDB lists one sensitive natural community in the nine quadrangles that surround the survey area (Appendix A). This mapped community, Southern California steelhead stream, reflects the Ventura River within the study area. The Ventura River watershed is listed as critical habitat and a high priority watershed for the recovery of steelhead trout (*Oncorhynchus mykiss*, [*O. mykiss*]). The survey area does include several of the Primary Constituent Elements (PCEs) needed for steelhead. PCEs required for steelhead include adequate fresh water to support a migration corridor and access to spawning sites, both which are present within the survey area during average to above average rain years. While the species occurs in areas above the Facility, access to the Ventura River above the Facility has been limited in recent years because of extended drought. However, as of this writing more than 20 inches of rainfall has been recorded during the 2018/2019 rain season; therefore, it is likely that southern California steelhead could be present within the project site if adequate freshwater is available to support a migration corridor and access to spawning sites. As favorable hydrologic conditions appear likely, this analysis conservatively assumes that the species occurs within the survey area. Fish passage monitoring conducted by CMWD at the diversion has detected 11 steelhead adults passing the Facility with the last detection occurring in 2010. No passage was detected through the Facility in recent monitoring and this coupled with characteristically low perceived populations in the river below Matilija Dam and the Facility, result in low potential for the species to be present near the Facility. Bank and snorkel surveys for *O. mykiss* were conducted from January 12, 2018 through October 3, 2018 in the area from approximately 140 meters (m) above and 200 m below the Facility. In 30 surveys that have been conducted covering approximately 10,000 m linear distance, no *O. mykiss* have been observed near the Facility (Appendix A).

California Red-legged Frog (Rana draytonii): Federally Threatened, State Species of Special Concern

Dispersal or movement of CRLF within the watershed may have occurred in the 2018 and 2019 rainy season following high flow events. The reach between the State Route (SR) 150 bridge and the Facility was described as non-suitable for CRLF during surveys conducted in 2007 (Catalyst 2019).

The reach from the Facility to a mile upstream was described as suitable habitat only in the first 2,000 feet of river just upstream of Robles Diversion (ERA 2007). The 2007 surveys extended above Matilija Reservoir and all CRLF documented were located above the reservoir (ERA 2007). Between November 13, 2018 and November 20, 2018, protocol surveys were conducted by CMWD within a two-mile reach upstream and downstream of the Facility (see survey findings in Appendix E). No CRLF were observed within the two-mile reach upstream or downstream of the forebay area. The forebay area provides marginal aquatic habitat for the species, consisting of intermittent sources of standing freshwater that are occasionally present during the summer months following an above average rainfall season. There is one record from 1999 for CRLF in the watershed above Matilija Lake, approximately 3 miles from the Facility (CNDDDB 2019), however, a single CRLF tadpole was reportedly found in 2010 approximately one mile downstream of the diversion during steelhead surveys conducted by Normandeau and Associates (Allen and Riley 2012). Multiple records for this species were recorded in the San Antonio Creek watershed in 2016, some as close as about 4 miles from the BSA (CNDDDB 2019). All CRLF observed downstream of the Facility would have to traverse a considerable distance (approximately 2 miles, greater than is commonly recognized for this species) and move upstream to reach the forebay area. In addition, the presence of a large numbers of bullfrog larvae, especially downstream of the diversion, create predatory conditions that have the potential to substantially decrease CRLF survival and limit the suitability of habitats by CRLF in this reach of the Ventura River. However, given the recent catastrophic fire event and the subsequent rainstorms, CRLF dispersal or movement within the watershed may have occurred following the 2018-2019 rain season within reaches of the river that typically do not provide favorable habitat for CRLF. There is a low potential for the species to occur within the restoration areas based on the factors cited above, and marginally suitable habitat conditions. In addition, protocol surveys conducted in November 2018 determined that the species was absent within a two-mile survey reach upstream and downstream of the restoration area.

Special Status Aquatic Species

Arroyo chub (Gila orcutti): State Species of Special Concern

Arroyo chubs are physiologically adapted to survive in habitats with low oxygen concentrations and wide temperature fluctuations, conditions common in southern coastal streams. They are found in habitats characterized by slow-moving water, mud or sand substrate, and depths greater than 40 cm (Wells and Diana 1975). However, they have also been found in pool habitats with gravel, cobble and boulder substrates (Feeney and Swift 2008). Arroyo chub has been documented upstream and downstream of the Facility within the Ventura River (Catalyst 2019). They are most common in streams with gradients of less than 2.5% slope (Feeney and Swift 2008), where water temperatures range from 10 to 28 °C (J. O'Brien, CDFW, unpublished data). Most spawning occurs in habitats with low velocity, such as pools or edge waters, at temperatures of 14- 22 °C. They are most abundant in low gradient pools and flat-water habitats with gravel and sand substrate that support at least some aquatic/emergent vegetation (J. O'Brien, CDFW, unpublished data, 2009). Juveniles spend their first 3-4 months in the water column, usually in habitats with still water and vegetation or other submerged cover (Tres 1992). Arroyo chubs spawn primarily in June and July, but can breed more or less continuously from February through August, as the eggs of females ripen in small batches (Tres 1992). Arroyo chubs are true omnivores that feed on algae, insects, and small crustaceans, but they prefer to feed on algae. The species has potential to occur within the proposed restoration area if adequate flowing water is present. Due to the timing of the project during the dry season, flowing water within the forebay area is not anticipated. Therefore, the species is not expected to occur within the areas to be restored.

Special Status Terrestrial Species

San Bernardino Ringneck snake (Diadophis punctatus modestus): State Special Animal

San Bernardino ringneck snake has a moderate potential to occur in the BSA. The species is most common in open, relatively rocky areas and occurs often in moist microhabitats near intermittent streams. Seasonally-suitable permanent and ephemeral waterbodies are present which provide potential aquatic habitat for the species. The species was observed in 2015 along Stewart Canyon Creek on the east side of South Ventura Street in oak and sycamore duff within a residential area, approximately 3 miles southeast of the BSA (CNDDDB 2018). In addition, an adult snake was found dead on McAndrew Road, approximately 6 miles east of the BSA on May 1, 2015.

Coast Patch-nosed Snake (Salvadora hexalepis virgultea): State Species of Special Concern

The coast patch-nosed snake has a moderate potential to occur in the BSA. The species is most common in brushy or shrubby vegetation and requires small mammal burrows for refuge and overwintering. Upland vegetation, consisting of laurel sumac, was present within the BSA and may provide suitable habitat for the species. The species has been observed in 2016 at the north end of Matilija Lake on the side of the Forest Route Road, approximately 0.25 mile southwest of SR-33 (CNDDDB 2018). This sighting was approximately 2.75 miles northwest of the BSA. Translocation or movement of the species within the watershed may have occurred in 2018 and 2019 following the Thomas Fire and subsequent storm events; specifically because of high river flows could have transported snakes downstream from populated areas higher in the Ventura River watershed.

Coast Horned Lizard (Phrynosoma blainvillii): State Species of Special Concern

The coast horned lizard has moderate potential to occur within the BSA. The species is most common in lowlands along sandy washes with scattered low bushes in a wide variety of habitat types including coastal bluff scrub and coastal scrub habitat. The species requires open areas for sunning, bushes for cover, patches of loose soil for burial, and abundant supply of ants and other insects. A juvenile was observed north of the Los Robles Diversion Canal in coastal foothill chaparral on March 24, 2002 (CNDDDB 2018). The sighting was approximately 1.8 miles southwest of the BSA. Translocation or movement of the species within the watershed may have occurred in 2018 and 2019 following the Thomas Fire and subsequent storm events.

Two-striped Garter Snake (Thamnophis hammondi): State Species of Special Concern

The two-striped garter snake has moderate potential to occur within the BSA. The species is commonly found along the coast of California from Salinas to northwest Baja California at elevations ranging from sea level to 7,000 feet. The species is highly aquatic and is found in or near permanent fresh water, often along streams with rocky beds and riparian growth. Four adults were observed along Matilija Creek, approximately 3.75 river miles upstream of the BSA in 2016. In addition, one individual was observed along North Fork Matilija Creek, approximately 1.4 river miles upstream of the BSA in 2013 (CNDDDB 2018). Similar to other special status reptile and amphibian species, translocation or movement of the species within the watershed could have occurred in 2018 and 2019 when high river flows could have transported snakes downstream from populated areas higher in the Ventura River watershed.

Western Pond Turtle (Emys marmorata): State Species of Special Concern

Dispersal or movement of western pond turtle within the watershed may have occurred in the 2018 and 2019 rainy season following high flow events. The upstream portion of the Ventura River (above the Facility) may provide suitable habitat for western pond turtle, although none were observed. The western pond turtle is thoroughly aquatic and is commonly found in ponds, marshes, rivers, streams and irrigation ditches, usually with aquatic vegetation, below 6,000 feet elevation. The species requires basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 kilometers from water for egg-laying. Three separate sightings of western pond turtle were recorded in April 2010 and 2013 at the confluence of Ventura River and Matilija Creek, approximately 1.5 river miles upstream of the Facility (CNDDDB 2019). High river flows, following the Thomas Fire, could have transported turtles downstream from populated areas higher in the Ventura River watershed. Therefore, the species has a moderate potential to occur in the BSA.

California Fish and Game Code and Migratory Bird Treaty Act

In addition to the special status wildlife species discussed above, several bird species protected by CFGC 3503 and the MBTA may also nest in trees and shrubs within the BSA. Several species of birds common to the area, that typically nest in the habitats found within the BSA, such as Anna's hummingbird, California scrub-jay, American crow, acorn woodpecker, California quail, and house finch were detected during the reconnaissance survey. Mud nesters, including swallows, have been known to nest on the concrete walls of the Facility. Tall eucalyptus trees that occur approximately 100 feet north of the Facility could support nesting raptor species, however no large stick nest structures were observed in the trees. Construction should be scheduled outside of the nesting season (typically February 1 through August 31) for special status birds, if possible, to avoid potential permit limitations.

4.2 Sensitive Natural Communities

The CNDDDB lists one sensitive natural community in the nine quadrangles that surround the BSA (Appendix B). This community, Southern California steelhead stream, is present in the BSA. Portions of Ventura River flows are routed through the concrete-lined screenbay and fish ladder located within the Facility. The fish ladder does not function for steelhead passage until about 5-10 cubic feet per second (cfs) flow occurs and it was designed only to operate at above 10 cfs. Therefore, during the project, no functional change in fish passage conditions are anticipated to occur, since the removal of sediment and vegetation from the forebay will occur when conditions would not be suitable for steelhead passage through the Facility.

4.3 Jurisdictional Waters and Wetlands

The BSA is located on the Ventura River. The Ventura River is a relatively permanent water (RPW) because it contains flows for at least 3 months out of most years and connects to the Pacific Ocean, a traditional navigable water (TNW). Therefore, the Ventura River is subject to the jurisdiction of the United States Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB). The River is also subject to CDFW jurisdiction under CFGC 1600 et. seq.

4.4 Wildlife Movement

Wildlife movement corridors, or habitat linkages, are generally defined as connections between habitat patches that allow for physical and genetic exchange between otherwise isolated animal populations. Such linkages may serve a local purpose, such as providing a linkage between foraging and denning areas, or they may be regional in nature. Some habitat linkages may serve as migration corridors, wherein animals periodically move away from an area and then subsequently return. Others may be important as dispersal corridors for young animals. A group of habitat linkages in an area can form a wildlife corridor network.

The habitats in the link do not necessarily need to be the same as the habitats that are being linked. Rather, the link merely needs to contain sufficient cover and forage to allow temporary inhabitation by ground-dwelling species. Typically, habitat linkages are contiguous strips of natural areas, though dense plantings of landscape vegetation can be used by certain disturbance-tolerant species. Depending upon the species using a corridor, specific physical resources (e.g., rock outcroppings, vernal pools, or oak trees) may need to be located in the habitat link at certain intervals to allow slower-moving species to traverse the link. For highly mobile or aerial species, habitat linkages may be discontinuous patches of suitable resources spaced sufficiently close together to permit travel along a route in a short period of time.

Wildlife movement corridors can be both large- and small-scale. Regionally, the northern portion of the BSA occurs within an Essential Connectivity Area (ECA) as mapped in the report, *California Essential Habitat Connectivity Project: A Strategy for Conserving a Connected California* (2010). ECAs represent principle connections between Natural Landscape Blocks. ECAs are regions in which land conservation and management actions should be prioritized to maintain and enhance ecological connectivity. ECAs are mapped based on coarse ecological condition indicators, rather than the needs of particular species and thus serve the majority of species in each region. The Ventura River facilitates regional connectivity for a number of species including, but not limited to the steelhead – Southern California DPS, California red-legged frogs and western pond turtle.

The Facility is located within the Sierra Madre – Castaic ECA. The ECA lies north of the city of Ojai. The ECA surrounds the entire northern section of the city of Ojai and is approximately ten miles across to the north of the city. The forebay is located within the existing Facility footprint, which is surrounded by a chain-link fence, and does not currently limit wildlife movement between wildlife habitat. There is approximately 10 miles of ECA around the Facility for wildlife movement. The proposed restoration project would result in a temporary limitation on wildlife movement within the Ventura River immediately upstream and downstream of the forebay.

4.5 Resources Protected By Local Policies and Ordinances

Protected Tree Regulations

The Ventura County Tree Protection Ordinance requires a permit be obtained for the removal, alternation, or encroachment into the tree protection zone (TPZ) of a protected tree. Protected trees are defined as oaks (*Quercus*) and sycamores (*Platanus*) over 9.5 inches in circumference (3-inch diameter at breast height [dbh]) (or 6.25 inches circumference [2-inch dbh] for multi-stemmed oaks). In the unincorporated non-coastal zone, this ordinance protects most native tree species over 9.5 inches in circumference (3-inch dbh). Heritage Trees (any species of tree with a single trunk of 90

or more inches in girth [28.6-inch dbh] or with multiple trunks, two of which collectively measure 72 inches in girth [23-inch dbh] or more) and Historical Trees (any tree or group of trees identified by the county or a city as a landmark, or identified on the federal or California Historic Resources Inventory to be of historical or cultural significance, or identified as contributing to a site or structure of historical or cultural significance) are also protected.

Ministerial tree permits are generally allowed if the tree interferes with public utility facilities, as certified by a qualified tree consultant. However, a discretionary permit is required for impacts to heritage or historical trees, impacts to more than 6 protected trees or more than 4 protected oaks or sycamores, and must include an arborist report by an International Society of Arboriculture (ISA) certified arborist. Mitigation is also generally required for impacts to protected trees. Mitigation can involve a range of options, including on-site or off-site tree replacement, off-site land acquisition for the purpose of tree protection, or in-lieu fee paid directly to the County. The cost of mitigation can vary, depending on the degree of tree impacts required mitigation. The eastern edge of the disturbed area proposed to be used as a staging area borders an upland strip comprised of individual coast live oak trees that occur along the west bank of the Ventura River. The oak trees are likely protected under the County Municipal Code.

Ventura County General Plan

The Ventura County General Plan contains policies which also strongly protect wetland habitats.

Biological Resources Policy 1.5.2-3 states:

Discretionary development that is proposed to be located within 300 feet of a marsh, small wash, intermittent lake, intermittent stream, spring, or perennial stream (as identified on the latest USGS 7½ minute quad map), shall be evaluated by a County approved biologist for potential impacts on wetland habitats. Discretionary development that would have a significant impact on significant wetland habitats shall be prohibited, unless mitigation measures are adopted that would reduce the impact to a less than significant level; or for lands designated "Urban" or "Existing Community", a statement of overriding considerations is adopted by the decision-making body.

Biological Resources Policy 1.5.2-4 states:

Discretionary development shall be sited a minimum of 100 feet from significant wetland habitats to mitigate the potential impacts on said habitats. Buffer areas may be increased or decreased upon evaluation and recommendation by a qualified biologist and approval by the decision-making body. Factors to be used in determining adjustment of the 100-foot buffer include soil type, slope stability, drainage patterns, presence or absence of endangered, threatened or rare plants or animals, and compatibility of the proposed development with the wildlife use of the wetland habitat area. The requirement of a buffer (setback) shall not preclude the use of replacement as a mitigation when there is no other feasible alternative to allowing a permitted use, and if the replacement results in no net loss of wetland habitat. Such replacement shall be "in kind" (i.e., same type and acreage) and provide wetland habitat of comparable biological value. On-site replacement shall be preferred wherever possible. The replacement plan shall be developed in consultation with California Department of Fish and Game.

The Ventura River is located within the BSA, however the project involves maintenance of an existing Facility; therefore the policies for discretionary development would not apply.

Wildlife Migration Regulations

The Ventura County General Plan (County 2016) specifically includes wildlife migration corridors as an element of the region's significant biological resources. In addition, protecting habitat connectivity is critical to the success of special status species and other biological resource protections. Potential project impacts to wildlife migration are analyzed by biologists on a case-by-case basis. The issue involves both a macro-scale analysis—where routes used by large carnivores connecting very large core habitat areas may be impacted—as well as a micro-scale analysis—where a road or stream crossing may impact localized movement by many different animals.

The project located within the Sierra Madre – Castaic ECA boundary. The Ventura River provides a means to facilitate regional connectivity for a number of species including, but not limited to the steelhead – Southern California DPS, California red-legged frogs and western pond turtle.

The Ventura County General Plan also identifies locally important species as significant biological resources to be protected from incompatible land uses and development.

4.6 Habitat Conservation Plans

The project parcel does not occur within any Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan areas. The proposed project would not conflict with the provisions of any such plans.

5 Impact Analysis and Mitigation Measures

The project would result in impacts from restoration activities to jurisdictional aquatic resources regulated by the USACE, RWQCB, and CDFW, and avoidance of these areas would be infeasible. These impacts would require permits from the abovementioned agencies prior to initiating work in jurisdictional areas. Additionally, this project has potential to result in impacts to listed species and critical habitat, and would require consultation under the federal Endangered Species Act. The Bureau of Reclamation (BOR) is currently in consultation with both NMFS and USFWS to determine whether or not the action would affect federally listed species or designated critical habitat for southern California steelhead and CRLF, respectively.

The project is not likely to impact protected trees or special status plant species.

In addition to the permit conditions required by the resources agencies (USACE, RWQCB, and CDFW), recommendations for mitigation measures to reduce impacts to biological resources resulting from implementation of the project are provided below.

5.1 Special Status Species

No special status plant or wildlife species were observed or detected during the field survey. As discussed previously, no special status plant species have potential to occur within the BSA. Special status plant species have specialized habitat requirements, including plant community types, soils, and other components. The BSA generally lacks these requirements. In addition, none of the species analyzed were documented in the BSA during previous surveys. Based on the lack of suitable habitat within the BSA, no sensitive plants are expected to occur within the BSA. Therefore, potential impacts to special status plant species would be less than significant.

Eight special status wildlife species were determined to have a moderate potential to occur in the impact area based upon known ranges, habitat preferences for the species, species occurrence records from the CNDDDB, and existing conditions.

Federal and State Listed and Fully Protected Species

Flowing water is not anticipated to be present within the forebay area at the start of the project, given that the project will occur during the dry season (August 2019). If flowing water is present, the forebay would be isolated from the Ventura River channel by a water diversion system. Since the project is proposed to commence during the summer this year, is likely that only a portion of the forebay will contain standing water, but no flow will be present. The forebay would be surveyed for federal and state listed species by a qualified biologist before the commencement of the proposed project.

The project would not likely affect southern California steelhead because it is improbable that the species would be present in the Facility, given the existing water conditions, the lack of suitable habitat, the apparently low steelhead (*O. mykiss*) populations in the river and the fact that no *O. mykiss* have been seen in vicinity of the Facility in 2018, even when better water flows at design level were present (CMWD 2018, Appendix A). The effects from spreading the spoil over the previously disturbed areas where spoil has been spread in the past, and along the channel banks

downstream of the timber wall cut-off, would also have a negligible effect on steelhead given the current post-Thomas Fire site conditions in the watershed and the amount of sediment moving through the system naturally during storm events. Given the project timing, existing river conditions, and with the implementation of BIO-1, BIO-3, and BIO-4, the effects from the project would be discountable and less than significant to southern California steelhead.

California red-legged frog has not been observed at the Facility and temporary effect resulting from restoration activities on marginally suitable habitat in the forebay is expected to have an insignificant effect on the species. It is unlikely that CRLF would be affected by the proposed project given the timing of the proposed project (August 2019), lack of adequate upland dispersal habitat and freshwater currently available to aquatic breeding. Although the distribution of California red-legged frog may have changed in 2018/19, following a good rain season, there are no records for California red-legged frog immediately above the Facility and below Matilija Dam from which individuals could have easily dispersed to the forebay. The large bullfrog presence in suitable CRLF habitat downstream of Facility has potential to create predatory conditions that would likely decrease CRLF survival and reduce the suitability of habitats by CRLF in the portions of the Ventura River upstream and downstream of the forebay. Much of the habitat in the river above and below the Facility is comprised of riffles with a few habitats with slow moving water that would be suitable for CRLF. The forebay has some suitable habitat in the form of backwater near the diversion headworks. However, modified protocol surveys were conducted by CMWD for CRLF from November 13, 2018 to November 20, 2018, with focus efforts in this area, and did not detect CRLF. Therefore, because CRLF have never been found at the Facility, and it's unlikely that they have reached the site recently, and with the implementation of BIO-1, BIO-2, and BIO-4, the effects from the sediment removal within the forebay, and spoil spreading would be discountable and less than significant on CRLF.

BIO-1 Environmental Training

Prior to initiation of all project activities (including staging and mobilization), all personnel associated with project activities shall attend a Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist, to aid workers in recognizing special status biological resources that may occur in the project area. This training will include information on the biology and ecology of California red-legged frog, steelhead and its critical habitat, and other species protected under the Endangered Species Act (ESA; 16 U.S.C. §1531 et. seq.), as well as information about San Bernardino ringneck snake, coast patch-nosed snake, coast horned lizard two-striped garter snake, western pond turtle, arroyo chub, and any other special status species that could potentially occur in the project area.

The specifics of this program shall include identification of sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employees, and other personnel involved with construction of the project. All employees shall sign a form provided by the trainer documenting they have attended the WEAP and understand the information presented to them. The crew foreman shall be responsible for ensuring crew members adhere to the guidelines and restrictions designed to avoid impacts to sensitive species.

BIO-2 CRLF Pre-Construction Survey

Prior to ground disturbing activities within the forebay area, CMWD or their contractor(s) or representative(s) will conduct surveys to ensure there are no CRLF in the Facility. Per USFWS guidance (USFWS 2005), because site specific conditions may warrant modifications to the timing of survey periods for CRLF, approval for modified survey from USFWS must be obtained by CMWD, their contractor(s), consultants, or representative(s) prior to conducting the planned surveys (Appendix D).

- a. If CRLF is detected during the project, the observer shall notify the USFWS and CDFW biological staff within one work day of the detection and further consultation with the agencies will be conducted to determine the course of action before proceeding with work.

BIO-3 Steelhead Pre-Construction Survey

For avoidance of effects to steelhead, as deemed appropriate by the CMWD Fisheries Program Manager, CMWD staff will conduct a "bank" and/or snorkel survey at the Facility for *O. mykiss* prior to the commencement of the sediment removal and spreading activity. If *O. mykiss* are observed, further consultation with NMFS will be conducted to determine the course of action before proceeding with work.

BIO-4 On-site Biological Monitoring

A qualified biological monitor (with all of the required collection permits) will be onsite during all project operations that involve vegetation removal, removal of the first 12 inches of soil/substrate, water diversions, de-watering, exposed (excavated) work areas, and work within sensitive habitat areas where sensitive species may be present. After the previously specified work activities have been completed that require a monitor to be onsite the monitor will then remain onsite for the remainder of the project (as work occurs in the Ventura River) for no less than two days per week, for a minimum two-hour period per day. Dependent upon work conditions and/or prolonged project activities, CMWD may discuss a potential decrease in biological monitoring with the USFWS, NMFS, and CDFW.

Special Status Terrestrial Species and Protected Nesting Birds

The proposed project does not include removal or trimming of trees, therefore, the project has been designed to avoid impacts to hoary bat roosting habitat. In addition, the hoary bat requires a permanent water source. Flowing water is not anticipated to be present within the project area upon project initiation. Foraging bats would be expected to evade areas where restoration will occur with the onset of disturbance. Therefore, project activities are not expected to impact foraging bats.

San Bernardino ringneck snake, coast patch-nosed snake, and coast horned lizard, have a moderate potential to occur within the restoration area given the presence of suitable habitat within the BSA. San Bernardino ringneck snake has potential to be present in open, relatively rocky areas in intermittent streams. Coast horned lizard is most common in lowlands along sandy washes with scattered low bushes and pen areas for sunning. Coast patched-nosed snake prefers brushy or shrubby vegetation with small mammal burrows nearby for refuge. Two-striped garter snake, western pond turtle, and arroyo chub have low to moderate potential to occur within the forebay area, given their highly aquatic nature and habitat requirements. The proposed project would commence during the dry season when flowing water is not anticipated to be present above or

below the forebay. Since these species are highly aquatic, they would not be expected to be present in the restoration areas unless there was adequate water flow. However, the project will be initiated in August 2019, following an above average rainfall season. Therefore, ponded water could be present in backwatered areas in the forebay that could potentially support two-striped garter snake and western pond turtle. If these special status species are present in the forebay, they could be affected by the project. Mitigation measures BIO-1, BIO-5, and BIO-7 require environmental education to aid workers in recognizing special status biological resources that may occur in the project area, a pre-construction survey in the restoration areas associated with the project, and adherence to speed limits. The effects to these special status species would be less than significant with incorporated measures.

The BSA contains habitat that can support nesting birds, including raptors protected under the CFGC and the MBTA. The stand of coast live oak trees that occurs along the west bank of the Ventura River provides suitable nesting habitat for avian species. The project could adversely affect raptors and other nesting birds if construction occurs while they are present within or adjacent to the restoration area, through direct mortality or abandonment of nests. The loss of a nest due to construction activities would be a violation of the MBTA and CFGC Section 3503. BIO-6 is recommended for compliance with the MBTA and CFGC 3503.

BIO-5 Pre-Construction Wildlife Surveys

Within one week prior to the commencement of project activities, a qualified wildlife biologist shall conduct pre-construction surveys in all restoration areas (forebay, spoil spreading area, staging area, and access route) with focus on special status species including San Bernardino ringneck snake, coast patch-nosed snake, coast horned lizard, two-striped garter snake, western pond turtle and arroyo chub.

A qualified biologist will conduct a survey within the restoration area locations and document existing conditions and search for special status species. If San Bernardino ringneck snake, coast patch-nosed snake, coast horned lizard two-striped garter snake, western pond turtle, or arroyo chub are found in harm's way, individual animals shall be relocated to similar habitat away from construction activities, at least 200 feet from restoration areas in suitable habitat for the species.

BIO-6 Nesting Birds

If project activities must begin during the breeding season (February 1 – August 31), then a pre-construction nesting bird survey shall be conducted no more than seven days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted on foot inside the restoration area, including a 100-foot buffer (300-foot for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practical. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground-disturbing activities shall occur inside this buffer until the avian biologist has confirmed that breeding/ nesting is completed and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.

BIO-7 Speed Limits

Project-related vehicles will observe a daytime speed limit of 15-mph throughout the impact areas. Night-time spoil removal will be avoided to the maximum extent possible; however, if night-time spoil removal must occur, the speed limit for transport and spreading material shall be reduced to 10-mph. Off-road traffic outside of designated impact areas are prohibited.

5.2 Sensitive Communities

A southern California steelhead stream, Ventura River, is present within the BSA. As stated above, the proposed project would occur within the existing forebay when conditions for steelhead migration would not be suitable. Therefore, potential impacts to the species are not anticipated. However, the implementation of mitigation measures BIO-8 through BIO-17 will ensure construction materials do not indirectly impact the sensitive community. Therefore, the project would have a less than significant impact to the southern California steelhead stream with implementation of these measures.

5.3 Jurisdictional Waters and Wetlands

Approximately 38,888 cubic yards of spoil comprised of sediment and vegetation would be removed from the forebay area. Although the vegetation to be removed consists of some native species including immature willow, a species that is considered hydrophytic, the individuals are limited in vegetative cover and do not constitute dominant hydrophytic vegetation. The sediment in the spillway consists of organics and ash from the Thomas Fire. The relocation of this immature vegetation and deposited soil to another portion of the river would restore the normal function of the forebay and eroded banks downstream and thus the project is not expected to have a substantial adverse impact on federally protected wetlands, as defined by Section 404 of the Clean Water Act.

As stated above, Ventura River is subject to the jurisdiction of the USACE, and RWQCB, and CDFW within the BSA.

Indirect impacts from construction materials (e.g. stockpiled materials, construction equipment, and trash) that may be stored onsite could adversely affect water quality (e.g., increased turbidity, altered pH, decreased dissolved oxygen levels, etc.) within the water features if runoff were to occur during storm events. Therefore, BIO-8 through BIO-17 outlined below are recommended to avoid potential indirect impacts to water quality within the potentially jurisdictional waters. The implementation of these mitigation measures would reduce potential impacts to jurisdictional waters to less than significant.

BIO-8 Staging Equipment

Staging and laydown areas shall be unvegetated areas and previously disturbed sites.

BIO-9 Pollutant Management

All vehicles and equipment shall be in good working condition and free of leaks. The contractor shall prevent oil, petroleum products, or any other pollutant from contaminating the soil or entering a watercourse (dry or otherwise). When vehicles or equipment are stationary, mats or drip pans shall be placed below vehicles to contain fluid leaks.

BIO-10 Material Storage

Materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage. Material storage shall be at least 100 feet from flowing water that could come in contact with Ventura River. Any material/spoils from project activities shall be located and stored 100 feet from potential jurisdictional areas as practicable. Construction materials and spoils shall be protected from stormwater run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.

BIO-11 Tracking Loose Material

Implement Best Management Practices (BMPs) to prevent the off-site tracking of loose construction and landscape materials such as street sweeping, vacuuming, and rumble plates, as appropriate.

BIO-12 Pollution Prevention

Prevent the discharge of silt or pollutants off of the site when working adjacent to potentially jurisdictional waters. Install BMPs (i.e., silt barriers, sand bags, straw bales) as appropriate.

BIO-13 Site Materials and Refuse Management

All food related trash shall be disposed of in closed containers and removed from the project area each day during the construction period. Construction personnel shall not feed or otherwise attract wildlife to the construction area. At project completion, all project-generated debris, vehicles, building materials, and rubbish shall be removed from the impact area.

BIO-14 Re-fueling and Maintenance

All re-fueling, cleaning, or maintenance of equipment will occur at least 100-feet from potentially jurisdictional waters.

BIO-15 Responding to Spilled Materials

Any spillage of material will be stopped if it can be done safely. The contaminated area will be cleaned, and any contaminated materials properly disposed. For all spills, the project foreman or other designated liaison will notify the Casitas Municipal Water District immediately.

BIO-16 Avoidance of Rain Event

Work during times of precipitation shall be avoided to the maximum extent possible; however, if spoil removal or placement is required during periods of precipitation, the speed limit for transport and spreading material shall be 10-mph.

BIO-17 Best Management Practice (BMPs) to Prevent Erosion

Spoil shall be spread in the designated area identified in this project. Spoil shall be spread to avoid or minimize risk of erosion.

5.4 Wildlife Movement

The Facility is located within a known wildlife corridor that provides connectivity for wildlife north of the City of Ojai. Ventura River could act as movement corridors for wildlife species. As stated above, fully developed properties are present adjacent to the BSA and common wildlife adapted to urban

and suburban areas (e.g., raccoon and striped skunk) could use the Ventura River for local movement. However, the proposed project would not permanently modify the Ventura River. The restoration project would result in a temporary limitation on wildlife movement within the Ventura River immediately upstream and downstream of the forebay.

Overall, the proposed project is not expected to hinder wildlife movement in the region, considering none of the project components are designed in such a way as to create a barrier to wildlife movement. The forebay and associated downstream restoration area is located within previously developed infrastructure and no new infrastructure is proposed. Therefore, the project would have a less than significant impact to wildlife movement.

5.5 Local Policies and Ordinances

No removal or trimming of protected trees is proposed, therefore tree protection policies would not apply. The Ventura County General Plan (Biological Resources Policy 1.5.2-3 and 1.5.2-4) contain policies in place to protect potentially jurisdictional waters from development. No new development is proposed. Within the County jurisdiction, the removal of sediment would occur within the existing forebay on the Ventura River. Therefore, implementation of BIO-8 through BIO-17 would avoid and minimize potential indirect impacts to this water feature. Therefore, the proposed project would not conflict with local policies or ordinances protecting potentially jurisdictional waters and impacts would be less than significant.

The Ventura County General Plan contains a policy in place to protect wildlife migration corridors. Within the County jurisdiction. The Facility is located within the ECA. The ECA surrounds the majority of the infrastructure within Ojai to the north of the City. Further, implementation of BIO-14 would minimize the attraction of wildlife to the impact area. Therefore, the proposed project would not conflict with local policies or ordinances protecting habitat connectivity and impacts would be less than significant.

The County has a policy in place to protect locally important species as significant biological resources to be protected from incompatible land uses and development. The list of locally important species was reviewed and no species were observed within the BSA. Therefore, the proposed project would not conflict with local policies or ordinances protecting locally important species and impacts would be less than significant.

5.6 Conservation Plans

The project parcel does not occur within any Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan areas. The proposed project would not conflict with the provisions of any such plans. Therefore, the proposed project would have no impact to HCP, NCCP, or other approved local, regional, or state habitat conservation plans.

6 Conclusions

Potential impacts to special status wildlife, nesting birds, and potentially jurisdictional waters and wetlands would be less than significant with implementation of the avoidance and minimization measures recommended above. Potential impacts to wildlife movement, sensitive communities, local policies and ordinances would be less than significant. Additionally, the proposed project would not conflict with the provisions of an adopted HCP, NCCP, or other approved local, regional, or state habitat conservation plans.

7 Limitations, Assumptions, and Use Reliance

This Biological Resources Assessment has been performed in accordance with professionally accepted biological investigation practices conducted at this time and in this geographic area. The biological investigation is limited by the scope of work performed. Reconnaissance biological surveys for certain taxa may have been conducted as part of this assessment but were not performed during a particular blooming period, nesting period, or particular portion of the season when positive identification would be expected if present, and therefore, cannot be considered definitive. The biological surveys are limited also by the environmental conditions present at the time of the surveys. In addition, general biological (or protocol) surveys do not guarantee that the organisms are not present and will not be discovered in the future within the site. In particular, mobile wildlife species could occupy the site on a transient basis, or re-establish populations in the future. Our field studies were based on current industry practices, which change over time and may not be applicable in the future. No other guarantees or warranties, expressed or implied, are provided. The findings and opinions conveyed in this report are based on findings derived from site reconnaissance, jurisdictional areas, review of CNDDDB RareFind5, and specified historical and literature sources. Standard data sources relied upon during the completion of this report, such as the CNDDDB, may vary with regard to accuracy and completeness. In particular, the CNDDDB is compiled from research and observations reported to CDFW that may or may not have been the result of comprehensive or site-specific field surveys. Although Rincon believes the data sources are reasonably reliable, Rincon cannot and does not guarantee the authenticity or reliability of the data sources it has used. Additionally, pursuant to our contract, the data sources reviewed included only those that are practically reviewable without the need for extraordinary research and analysis.

8 References

- Allen, M. and S. Riley. 2012. Effects of electrofishing on adult frogs. Prepared for Casitas Municipal Water District. Normandeau Associates, Inc. Submitted June 30, 2012.
- California Department of Fish and Wildlife (CDFW). 2019. CDFW California Natural Diversity Data Base (CNDDDB), Rarefind V. 5.
- California Native Plant Society (CNPS). 2019. *Inventory of Rare and Endangered Plants* (online edition V8-030.39). Updated online and accessed via: <http://www.rareplants.cnps.org/>
- Catalyst Environmental Solutions. 2018. California Red-Legged Frog Surveys, Robles Diversion Reach- Ventura River. Prepared for Casitas Municipal Water District. Submitted February 2019.
- County of Ventura, California. 2014. Ventura County Locally Important Species List. Retrieved from <https://vcrma.org/ventura-county-locally-important-species-list>
- _____. 2016. Ventura County General Plan. Retrieved from <https://docs.vcrma.org/images/pdf/planning/plans/Goals-Policies-and-Programs.pdf>
- _____. 2019. A Codification of the General Ordinances of Ventura County, California. Retrieved from https://library.municode.com/ca/ventura_county/codes/code_of_ordinances?nodeId=VENT_CO_CALIFORNIA
- EcoSystems Restoration Associates (ERA). 2007. California red-legged frog survey report and relocation plan. Prepared for the Ventura County Watershed Protection District. June 2007
- Feeney, R. and C. C. Swift. 2008. Description and ecology of larvae and juveniles of three native cypriniforms of coastal southern California. *Ichthyological Journal*, 55(1) (IN PRESS)
- Google Earth Pro. 2019.
- National Park Service. 2014. Wild and Scenic River System in the U.S. Retrieved from <https://nps.maps.arcgis.com/apps/MapJournal/index.html?appid=ba6debd907c7431ea765071e9502d5ac>
- Normandeau Associates. 2012. Steelhead Population Assessment in the Ventura River/Matilija Creek Basin. Retrieved from <http://matilija-coalition.org/TRPA%20Steelhead%20Studies/Matilija%20Data%20Summary%202011%20Final.pdf>
- O'Brien, J.W., H.K. Hansen, and M.E. Stephens. 2011. Status of fishes in the Upper San Gabriel River Basin, Los Angeles County, California. *California Fish and Game* 97:149-163.
- Service. 2011. U.S. Fish and Wildlife Service Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog. August 2005. 26 pp.
- Tres, J. 1992. Breeding biology of the arroyo chub, *Gila orcutti* (Pisces: Cyprinidae). MS Thesis, California State University, Pomona, CA 73 p.
- United States Department of Agricultural, Natural Resources Conservation Service. 2019. *Web Soil Survey*. Available at: <http://websoilsurvey.nrcs.usda.gov/app/>

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Robles Forebay Restoration Project

US Fish and Wildlife Service (USFWS) 2002. Recovery plan for the California Red-Legged Frog (*Rana aurora draytonii*). U.S. Fish and Wildlife Service, Portland, OR.

US Fish and Wildlife Service (USFWS) 2005. Revised guidance on site assessments and field surveys for the California red-legged frog. August 2005 report.

United States Fish and Wildlife Service (USFWS). 2019a. Information, Planning, and Conservation System. <https://ecos.fws.gov/ipac>

_____. 2019b. Critical Habitat Portal. <https://ecos.fws.gov/ipac/>

_____. 2019c. National Wetlands Inventory (NWI). <https://www.fws.gov/wetlands/data/mapper.html>

Wells AW, Diana JS. 1975. Survey of the freshwater fishes and their habitats in the coastal drainages of southern California. Los Angeles: Report of the California Department of Fish and Game, Inland Fish Branch. 360 p.

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Appendix A

Results of Surveys for O. Mykiss (Potential Steelhead) in the Vicinity of the Robles Diversion and Fish Passage Facility (January – October 2018)

Results of Surveys for *O. mykiss* (Potential Steelhead) in the Vicinity of the Robles Diversion and Fish Passage Facility

Fish attraction counts of *O. mykiss* in close proximity to the Robles Fish Facility from January through October 2018.

Date	Method	Direction	Length (m)	Temp (°C)	Turbidity (NTU)	Robles Discharge (CFS)	Species ^a	Count
01/12/2018	Bank	Downstream	200	13	25	16	NFO	0
01/12/2018	Bank	Upstream	140	13	25	16	NFO	0
01/22/2018	Bank	Downstream	200	10	6	11	NFO	0
01/22/2018	Bank	Upstream	140	10	6	11	NFO	0
02/01/2018	Bank	Downstream	200	13	5	8	NFO	0
02/01/2018	Bank	Upstream	140	13	5	8	NFO	0
02/06/2018	Bank	Downstream	200	15	5	8	NFO	0
02/06/2018	Bank	Upstream	140	15	5	8	NFO	0
02/13/2018	Bank	Downstream	200	13	4	8	NFO	0
02/13/2018	Bank	Upstream	140	13	4	8	NFO	0
02/27/2018	Bank	Downstream	200	11	37	8	NFO	0
02/27/2018	Bank	Upstream	140	11	37	8	NFO	0
03/05/2018	Bank	Downstream	200	11	93	11	NFO	0
03/05/2018	Bank	Upstream	140	11	93	11	NFO	0
03/13/2018	Bank	Downstream	200	16	846	12	NFO	0
03/13/2018	Bank	Upstream	140	16	846	12	NFO	0
03/24/2018	Bank	Downstream	200	13	1054	77	NFO	0
03/24/2018	Bank	Upstream	140	13	1054	77	NFO	0
04/02/2018	Bank	Downstream	200	15	416	24	NFO	0
04/02/2018	Bank	Upstream	140	15	416	24	NFO	0
04/12/2018	Bank	Downstream	200	17	379	21	NFO	0
04/12/2018	Bank	Upstream	140	17	379	21	NFO	0
04/26/2018	Bank	Downstream	200	19	145	14	NFO	0
04/26/2018	Bank	Upstream	140	19	145	14	NFO	0
05/02/2018	Bank	Downstream	200	16	265	21	NFO	0
05/02/2018	Bank	Upstream	140	16	265	21	NFO	0
05/10/2018	Bank	Downstream	200	21	18	13	NFO	0
05/10/2018	Bank	Upstream	140	21	18	13	NFO	0
05/21/2018	Bank	Downstream	200	17	8	12	NFO	0
05/21/2018	Bank	Upstream	140	17	8	12	NFO	0
05/31/2018	Snorkel	Downstream	200	20	7	10	NFO	0
05/31/2018	Snorkel	Upstream	140	20	7	10	NFO	0
06/04/2018	Bank	Downstream	200	23	7	8	NFO	0
06/04/2018	Bank	Upstream	140	23	7	8	NFO	0
06/20/2018	Bank	Downstream	200	23	3	4	NFO	0
06/20/2018	Bank	Upstream	140	23	3	4	NFO	0
06/28/2018	Snorkel	Downstream	200	24	2	3	NFO	0
06/28/2018	Snorkel	Upstream	140	24	2	3	NFO	0
07/11/2018	Bank	Downstream	200	25	2	3	NFO	0
07/11/2018	Bank	Upstream	140	25	2	3	NFO	0
07/26/2018	Snorkel	Downstream	200	28	2	2	NFO	0
07/26/2018	Snorkel	Upstream	140	28	2	2	NFO	0
08/01/2018	Bank	Downstream	200	27	1	2	NFO	0
08/01/2018	Bank	Upstream	140	27	1	2	NFO	0
08/10/2018	Bank	Downstream	200	26	2	1	NFO	0
08/10/2018	Bank	Upstream	140	26	2	1	NFO	0
08/21/2018	Bank	Downstream	200	27	1	1	NFO	0
08/21/2018	Bank	Upstream	140	27	1	1	NFO	0
08/23/2018	Snorkel	Downstream	200	27	1	1	NFO	0
08/23/2018	Snorkel	Upstream	140	27	1	1	NFO	0
08/27/2018	Bank	Downstream	200	26	2	1	NFO	0
08/27/2018	Bank	Upstream	140	26	2	1	NFO	0
09/05/2018	Bank	Downstream	200	26	2	1	NFO	0
09/05/2018	Bank	Upstream	140	26	2	1	NFO	0
09/12/2018	Bank	Downstream	200	25	1	1	NFO	0
09/12/2018	Bank	Upstream	140	25	1	1	NFO	0
09/19/2018	Snorkel	Downstream	200	24	2	1	NFO	0
09/19/2018	Snorkel	Upstream	140	24	2	1	NFO	0
10/03/2018	Bank	Downstream	200	23	1	1	NFO	0
10/03/2018	Bank	Upstream	140	23	1	1	NFO	0
		Upstream	4200 m				Upstream	0
		Downstream	6000 m				Downstream	0
		Total	10200 m				Total	0

^aFish Species Code: OMY = *O. mykiss* and NFO = No fish observed.

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Appendix B

Special Status Species Table

Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
Plants and Lichens				
<i>Astragalus didymocarpus</i> var. <i>milesianus</i> Miles' milk-vetch	None/None G5T2/S2 1B.2	Coastal scrub. Clay soils. 50-385 m. annual herb. Blooms Mar-Jun	Low	CNDDDB species record within a 5-mile radius of the project. No suitable habitat occurs within the BSA.
<i>Calochortus fimbriatus</i> late-flowered mariposa-lily	None/None G3/S3 1B.3	Chaparral, cismontane woodland, riparian woodland. Dry, open coastal woodland, chaparral; on serpentine. 270-1435 m. perennial bulbiferous herb. Blooms Jun-Aug	Low	CNDDDB species record within a 1-mile radius of the project. Suitable habitat is present within the BSA, but not within the proposed impact area.
<i>Calochortus plummerae</i> Plummer's mariposa-lily	None/None G4/S4 4.2	Coastal scrub, chaparral, valley and foothill grassland, cismontane woodland, lower montane coniferous forest. Occurs on rocky and sandy sites, usually of granitic or alluvial material. Can be very common after fire. 60-2500 m. perennial bulbiferous herb. Blooms May-Jul	Low	CNDDDB species record within a 5-mile radius of the project. Marginally suitable sandy habitat occurs within the proposed impact area. However, scouring of the forebay by high flow rain events, and inundation of the forebay with sediment make it unlikely that this species is present within the impact area.
<i>Fritillaria ojaiensis</i> Ojai fritillary	None/None G2?/S2? 1B.2	Broadleafed upland forest (mesic), chaparral, lower montane coniferous forest, cismontane woodland. Usually loamy soil. Sometimes on serpentine; sometimes along roadsides. 100-1140 m. perennial bulbiferous herb. Blooms Feb-May	Low	CNDDDB species record within a 5-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area. However, based on current conditions within the forebay, and the level of disturbance that this area sustained during the 2019 rain season, there is low potential for this species to be present within the impact area.
<i>Horkelia cuneata</i> var. <i>puberula</i> mesa horkelia	None/None G4T1/S1 1B.1	Chaparral, cismontane woodland, coastal scrub. Sandy or gravelly sites. 15-1645 m. perennial herb. Blooms Feb-Jul(Sep)	Low	CNDDDB species record within a 2-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area. However, based on current conditions within the forebay, and the level of disturbance that this area sustained during the 2019 rain season, there is low potential for this species to be present within the impact area.

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Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
<i>Imperata brevifolia</i> California satintail	None/None G4/S3 2B.1	Coastal scrub, chaparral, riparian scrub, Mojavean desert scrub, meadows and seeps (alkali), riparian scrub. Mesic sites, alkali seeps, riparian areas. 3-1495 m. perennial rhizomatous herb. Blooms Sep-May	Low	CNDDDB species record within a 1-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area. However, based on current conditions within the forebay, and the level of disturbance that this area sustained during the 2019 rain season, there is low potential for this species to be present within the impact area.
<i>Layia heterotricha</i> pale-yellow layia	None/None G2/S2 1B.1	Cismontane woodland, coastal scrub, pinyon and juniper woodland, valley and foothill grassland. Alkaline or clay soils; open areas. 90-1800 m. annual herb. Blooms Mar-Jun	Low	CNDDDB species record within a 2-mile radius of the project. No suitable habitat occurs within the BSA.
<i>Monardella hypoleuca</i> ssp. <i>hypoleuca</i> white-veined monardella	None/None G4T3/S3 1B.3	Chaparral, cismontane woodland. Dry slopes. 50-1280 m. perennial herb. Blooms (Apr)May-Aug(Sep-Dec)	Low	CNDDDB species record within a 1-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area. However, based on current conditions within the forebay, and the level of disturbance that this area sustained during the 2019 rain season, there is low potential for this species to be present within the impact area.
<i>Navarretia ojaiensis</i> Ojai navarretia	None/None G2/S2 1B.1	Chaparral, coastal scrub, valley and foothill grassland. Openings in shrublands or grasslands. 275-620 m. annual herb. Blooms May-Jul	Low	CNDDDB species record within a 2-mile radius of the project. No suitable habitat occurs within the BSA.
<i>Navarretia peninsularis</i> Baja navarretia	None/None G3/S2 1B.2	Lower montane coniferous forest, chaparral, meadows and seeps, pinyon and juniper woodland. Wet areas in open forest. 1150-2365 m. annual herb. Blooms (May)Jun-Aug	Low	CNDDDB species record within a 2-mile radius of the project. No suitable habitat occurs within the BSA.

Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
<i>Nolina cismontana</i> chaparral nolina	None/None G3/S3 1B.2	Chaparral, coastal scrub. Primarily on sandstone and shale substrates; also known from gabbro. 140-1275 m. perennial evergreen shrub. Blooms (Mar)May-Jul	Low	CNDDDB species record within a 5-mile radius of the project. No suitable habitat occurs within the BSA
<i>Sagittaria sanfordii</i> Sanford's arrowhead	None/None G3/S3 1B.2	Marshes and swamps. In standing or slow-moving freshwater ponds, marshes, and ditches. 0-605 m. perennial rhizomatous herb (emergent). Blooms May-Oct(Nov)	Low	CNDDDB species record within a 5-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area. However, based on current conditions within the forebay, and the level of disturbance that this area sustained during the 2019 rain season, there is low potential for this species to be present within the impact area.
<i>Sidalcea neomexicana</i> salt spring checkerbloom	None/None G4/S2 2B.2	Playas, chaparral, coastal scrub, lower montane coniferous forest, Mojavean desert scrub. Alkali springs and marshes. 3-2380 m. perennial herb. Blooms Mar-Jun	Low	CNDDDB species record within a 5-mile radius of the project. No suitable habitat occurs within the BSA.
Invertebrates				
<i>Bombus crotchii</i> Crotch bumble bee	None/None G3G4/S1S2	Coastal California east to the Sierra-Cascade crest and south into Mexico. Food plant genera include Antirrhinum, Phacelia, Clarkia, Dendromecon, Eschscholzia, and Eriogonum.	Low	CNDDDB species record within a 5-mile radius of the project. No suitable habitat occurs within the BSA.

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Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
Fish				
<i>Gila orcutti</i> Arroyo chub	None/None G2/S2	Native to streams from Malibu Creek to San Luis Rey River basin. Introduced into streams in Santa Clara, Ventura, Santa Ynez, Mojave & San Diego river basins. Inhabits slow water stream sections with mud or sand bottoms. Feeds heavily on aquatic vegetation and associated invertebrates.	Moderate	Arroyo chub (<i>Gila orcutti</i>) have been observed upstream and downstream of the forebay during recent surveys (Catalyst 2018). The species has potential to be present within the forebay if flowing water is present. However, given the timing of the proposed project during the dry season, it is unlikely that there will be flow present within portion of the Ventura River upstream or downstream of the forebay that could support the species.
<i>Oncorhynchus mykiss irideus</i> pop. 10 steelhead southern California DPS	Endangered/None G5T1Q/S1	Federal listing refers to populations from Santa Maria River south to southern extent of range (San Mateo Creek in San Diego County). Southern steelhead likely have greater physiological tolerances to warmer water and more variable conditions.	Moderate	Seasonally-suitable habitat present within the project footprint when surface water flows are present below the timber cut-off wall. CNDDDB species record within 1-mile radius downstream of the project. However, given the timing of the proposed project during the dry season, it is unlikely that there will be flow present within the portion of the Ventura River upstream or downstream of the forebay that could support the species.
Amphibians				
<i>Rana draytonii</i> California red-legged frog	Threatened/None G2G3/S2S3 SSC	Lowlands and foothills in or near permanent sources of deep water with dense, shrubby or emergent riparian vegetation. Requires 11-20 weeks of permanent water for larval development. Must have access to estivation habitat.	Moderate	Marginally-suitable habitat present within the impact area. Suitable habitat may be present in the form of backwater near the diversion headworks within the forebay area. CRLF critical habitat present within a 1-mile radius of the project. CNDDDB species record within a 4-mile radius of the project. However, given the timing of the proposed project during the dry season, it is unlikely that there will be adequate aquatic habitat present within the portion of the Ventura River upstream or downstream of the forebay (or within the forebay) that could support the species.

Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
Reptiles				
<i>Diadophis punctatus modestus</i> San Bernardino ringneck snake	None/None G5T2T3Q/S2?	Most common in open, relatively rocky areas. Often in somewhat moist microhabitats near intermittent streams. Avoids moving through open or barren areas by restricting movements to areas of surface litter or herbaceous veg.	Moderate	CNDDB species record within a 3-mile radius of the project. Marginally suitable habitat occurs within the proposed impact area.
<i>Emys marmorata</i> western pond turtle	None/None G3G4/S3 SSC	A thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches, usually with aquatic vegetation, below 6000 ft elevation. Needs basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 km from water for egg-laying.	Moderate	Suitable habitat for egg-laying is present upstream of the project, the downstream portion of the project may be suitable habitat for basking. CNDDB records the species within upstream portion of Ventura River and within a 1-mile radius of the project.
<i>Phrynosoma blainvillii</i> coast horned lizard	None/None G3G4/S3S4 SSC	Frequents a wide variety of habitats, most common in lowlands along sandy washes with scattered low bushes. Open areas for sunning, bushes for cover, patches of loose soil for burial, and abundant supply of ants and other insects.	Moderate	Suitable habitat occurs within the BSA and the proposed impact area. CNDDB records the species within a 2-mile radius of the project.
<i>Salvadora hexalepis virgulata</i> coast patch-nosed snake	None/None G5T4/S2S3 SSC	Brushy or shrubby vegetation in coastal Southern California. Require small mammal burrows for refuge and overwintering sites.	Moderate	Suitable habitat occurs within the BSA and the proposed impact area. CNDDB records the species within a 2-mile radius of the project.

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Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
<i>Thamnophis hammondi</i> two-striped gartersnake	None/None G4/S3S4 SSC	Coastal California from vicinity of Salinas to northwest Baja California. From sea to about 7,000 ft elevation. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	Moderate	Suitable habitat occurs within the BSA and the proposed impact area. CNDDDB records the species within a 2-mile radius of the project.
Birds				
<i>Athene cucularia</i> burrowing owl	None/None G4/S3 SSC	Open, dry annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. Subterranean nester, dependent upon burrowing mammals, most notably, the California ground squirrel.	Low	CNDDDB species record within a 5-mile radius of the project. No suitable habitat occurs within the impact area.
<i>Gymnogyps californianus</i> California condor	Endangered/ Endangered G1/S1 FP	Require vast expanses of open savannah, grasslands, and foothill chaparral in mountain ranges of moderate altitude. Deep canyons containing clefts in the rocky walls provide nesting sites. Forages up to 100 miles from roost/nest.	Low	California condor critical habitat present within a 5-mile radius of the project. No suitable nesting habitat observed within the BSA.
<i>Vireo bellii pusillus</i> least Bell's vireo	Endangered/ Endangered G5T2/S2	Summer resident of Southern California in low riparian in vicinity of water or in dry river bottoms; below 2000 ft. Nests placed along margins of bushes or on twigs projecting into pathways, usually willow, Baccharis, mesquite.	Low	The current post-fire conditions on site do not provide suitable habitat within the project footprint. Overtime the project could provide suitable habitat if the density of riparian vegetation increases. Seasonality of the species should be taken into account to result in less than significant impacts. CNDDDB records the species within a 2-mile radius of the project.

Scientific Name Common Name	Status	Habitat Requirements	Potential to Occur in Project Site	Habitat Suitability/ Observations
Mammals				
<i>Chaetodipus californicus femoralis</i> Dulzura pocket mouse	None/None G5T3/S3 SSC	Variety of habitats including coastal scrub, chaparral & grassland in San Diego County. Attracted to grass-chaparral edges.	Low	CNDDDB species record within a 2-mile radius of the project. No suitable habitat occurs within the BSA.
<i>Lasiurus cinereus</i> hoary bat	None/None G5/S4	Prefers open habitats or habitat mosaics, with access to trees for cover and open areas or habitat edges for feeding. Roosts in dense foliage of medium to large trees. Feeds primarily on moths. Requires water.	Low	CNDDDB species record within a 2-mile radius of the project. Marginally suitable foraging habitat occurs within the BSA.
Sensitive Natural Communities				
<i>Southern California Steelhead Stream</i> Southern California Steelhead Stream	None/None GNR/SNR	–	Present	Southern California Steelhead Stream within the project footprint. The project is located within the Ventura River. Additional BMPs should be implemented when PCEs are present within the project.

¹ Notes:

FE = Federal Endangered

FT = Federal Threatened

SE = State Endangered

FP = CDFW Fully Protected

SSC = California Species of Special Concern

CRPR (CNPS California Rare Plant Rank)

1B = Rare, Threatened, or Endangered in California and elsewhere

2B = Rare, Threatened, or Endangered in California, but more common elsewhere

CRPR Threat Code Extension

.1 = Seriously threatened in California (> 80% of occurrences threatened/high degree and immediacy of threat)

.2 = Moderately threatened in California (20-80% occurrences threatened/Moderate degree and immediacy of threat)

CDFW Rare

G1 or S1 = Critically Imperiled Globally or Subnationally (state)

G2 or S2 = Imperiled Globally or Subnationally (state)

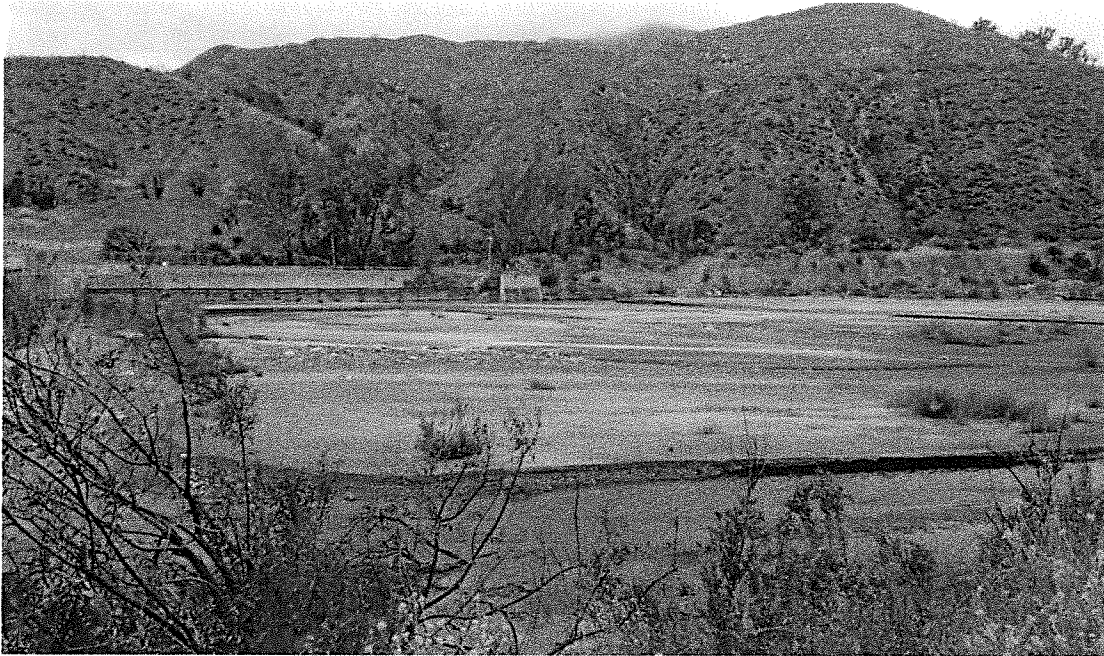
G3 or S3 = Vulnerable to extirpation or extinction Globally or Subnationally (state)

G4/5 or S4/5 = Apparently secure, common and abundant

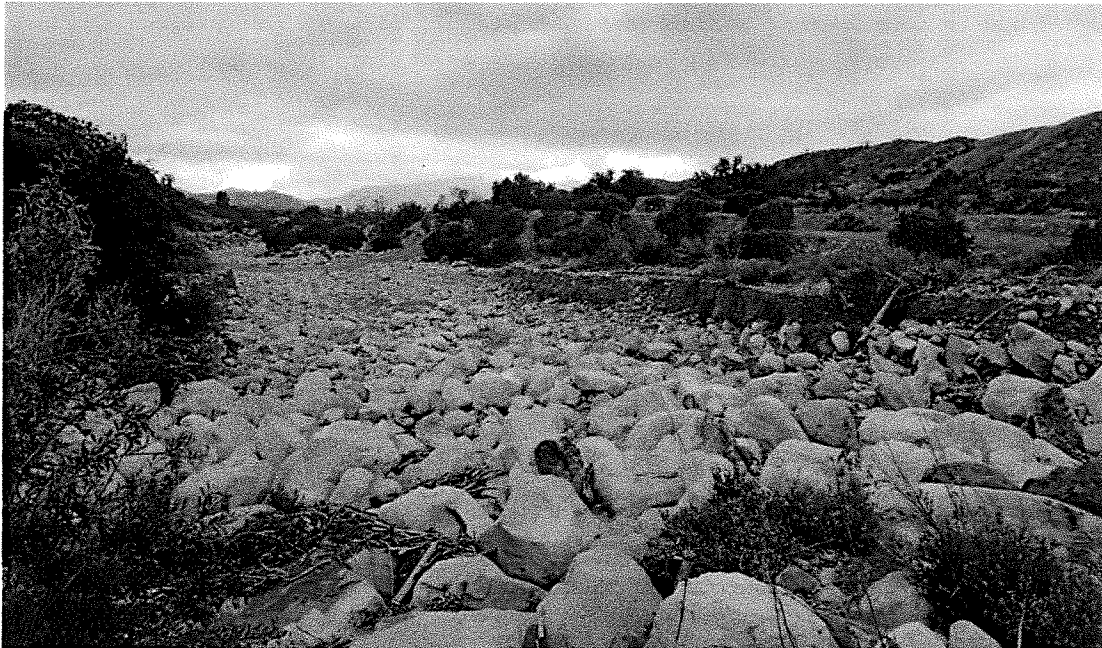
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Appendix C

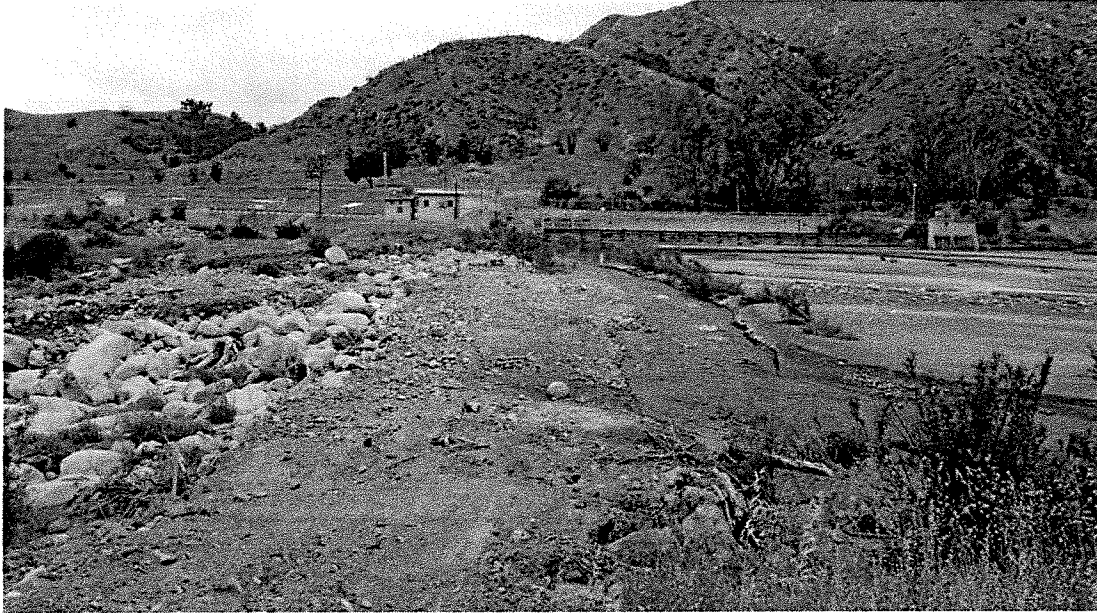
Representative Site Photographs



Photograph 1 View of the forebay and accumulated sediment. Photograph was taken from the proposed staging area located east of the forebay, looking west toward the forebay and Robles Diversion Facility (April 16, 2019)



Photograph 2 View looking downstream of the forebay area and timber cut-off wall. The Ventura River channel banks have sustained heavy erosion from storm events. Sediment removed from the forebay will be used to restore the channel banks (April 16, 2019).



Photograph 3 View standing on the east side of the timber cut-off wall, downstream of the forebay area, looking west toward the Facility. The Robles Facility cannot operate if the timber cutoff wall is breached because no forebay can be maintained. At this time, the volume of sediment in the forebay that was deposited during storm events will need to be removed to enable the Facility to operate as designed, both for water diversions and safe fish passage (April 16, 2019).



Photograph 4 View of the disturbed area located east of the forebay. This area is proposed for staging of heavy equipment (April 16, 2019).

Appendix D

Proposed Methodology for Surveying Robles Facility Screenbay for California Red-legged frog (*Rana draytonii*) Prior to Initiating Sediment and Vegetation Removal

Proposed Methodology for Surveying Robles Facility Screenbay for California Red-legged frog (*Rana Draytonii*) Prior to Initiating Sediment and Vegetation Removal

Based on the area where sediment will be removed (4.61 acre in the forebay), as well as time and seasonal constraints, Casitas Municipal Water District (CMWD) proposes to implement a modified protocol survey that is based on the USFWS 2005 guidance. CMWD believes these surveys would detect CRLF if they are present in the forebay or vicinity.

The modifications include a reduced number of surveys and conducting the surveys outside of the suggested survey period. CMWD will follow all other pertinent elements included in the USFWS 2005 protocol. CMWD proposes to conduct two daytime presence/absence surveys and two nighttime presence/absence surveys. The surveys will be conducted within one-mile upstream and downstream of the forebay area. In addition to the two presence/absence surveys, an additional confirmation nighttime survey will be conducted on the night before the start of the sediment and debris removal activities. The actual removal of spoil (sediment and vegetation) from the forebay is anticipated to be completed in 10 days. Following completion of the initial presence/absence surveys, CMWD will provide USFWS with a draft survey report summarizing our findings. The results of the final night survey will be added to the draft report and submitted to USFWS following the confirmation night survey.

Modified Presences/Absence Protocol Surveys

This task involves conducting modified protocol level surveys for CRLF as well as a single confirmation Survey the night before sediment and debris removal activities occur.

Initial Presence/Absence Surveys

This subtask includes two daytime and two nighttime surveys to document presence/absence of CRLF within one-mile upstream and downstream of the Robles Diversion Facility, including the forebay. The day surveys will be conducted by a CRLF-permitted biologist. The night surveys will be conducted by a CRLF-permitted biologist and a supporting biologist. The goal of the daytime surveys is to look for breeding adults, larvae (tadpoles), and/or egg masses. The goal of the nighttime surveys is to look for sub-adults or adults within the same reach using eye-shine to document presence. If CRLF are observed during the surveys, CMWD will notify USFWS as soon as possible; in any event, within one work-day, notification will be made to biological staff at the USFWS Ventura Field Office (805) 644-1766 and also to U.S. Bureau of Reclamation biological staff at telephone (559) 262-3000.

Confirmation Survey

This subtask involves conducting a single nighttime survey to be performed the night before implementation of the sediment and debris removal activities. The objective of this survey is to confirm the results of the previous surveys. This survey will be conducted by a CRLF-permitted biologist and will be focused closer to the diversion Facility. If CRLF are observed during the survey, CMWD will notify USFWS as soon as possible; and within one work-day, notification will be made to biological staff at the USFWS Ventura Field Office (805) 644-1766 and also to U.S. Bureau of Reclamation biological staff at telephone (559) 262-3000. During spoil removal, a CMWD Fisheries staff Biologist or Technician will be on site to monitor activities and be available to identify any potential listed species that are encountered. The biological monitor shall have the authority to halt

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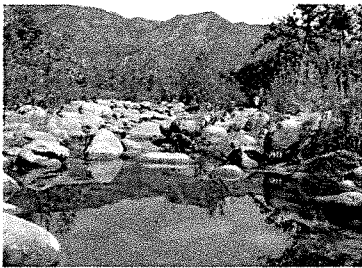
work activities. If CRLF is determined to be present at the site during sediment removal activities, these activities may not resume until USFWS is notified and a means to move forward is determined

Appendix E

California Red-legged frog (*Rana draytonii*) Survey Results, Robles Diversion Reach Ventura River (November 2018)

California Red-legged Frog Surveys

Robles Diversion Reach
Ventura River



February 2019

Prepared By:



Prepared For:



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Section 1 – Introduction

Catalyst Environmental Solutions Corporation (Catalyst) is pleased to submit this report documenting the results of California red-legged frog surveys (CRLF, *Rana draytonii*) conducted in the Ventura River upstream and downstream of the Robles Diversion (Facility) and within the Facility screenbay (Screenbay) from November 13, 2018 to November 20, 2018. A final CRLF survey was conducted by biologists from Casitas Municipal Water District (Casitas) prior to an emergency cleanout of the Screenbay on February 7, 2019

California red-legged frog surveys were required to evaluate the presence/absence of CRLF within and around the Facility in preparation for sediment and vegetation removal within the Screenbay. On behalf of the Bureau of Reclamation (Reclamation), Casitas proposed to remove an estimated 225 cubic yards of spoil (sediment and vegetation) that had accumulated in the Screenbay. This accumulated sediment was approximately 12-16 inches in depth, and emergent vegetation (i.e., cattails) had taken root with extensive growth. During most years, the Screenbay dries and can be cleaned as needed during dry conditions. However, this year, it became evident that the Screenbay would not dry likely due to effects from the December 2017 Thomas Fire, which burned much of the watershed upstream of the Facility. These effects may include, but are not limited to, the loss of vegetation in the upper basin of the watershed which in turn reduces evapotranspiration, the increase in-channel sediment storage of water, and the presence of ash and fine sediments which may cause a reduction in in-channel infiltration rates. During permitting of the planned cleanout activities, multiple storms occurred resulting in temporary diversion shutdowns and ultimately a long-term shutdown due to inundation of sediment in the Screenbay. Sediment inundation resulted in diversion and fish passage operations being completely inoperable. Emergency cleanout activities occurred from February 7 to 10, 2019 to bring the Facility back into operation.

To document the presence/absence of CRLF in and adjacent to the Robles Diversion, Catalyst staff conducted surveys for CRLF within a two-mile reach upstream and downstream of the facility as well as within the Screenbay. Although protocol level surveys for CRLF do not require a federal incidental take permit, Steve Howard from Catalyst is permitted by the United States Fish and Wildlife Service to work with CRLF (Permit TE-99057B-0). Casitas biologists conducted surveys in the Screenbay for special status species including CRLF and steelhead prior to and monitored during emergency cleanout activities from February 7 to 10, 2019.

Section 2 – California Red-legged Frog

The California red-legged frog is federally listed as threatened. This subspecies of red-legged frog is endemic (native and restricted) to California and Baja California, Mexico, and occurs from sea level to elevations of about 1,500 meters (5,200 feet) (USFWS 2002). The diet of California red-legged frogs is highly variable. Hayes and Tennant (1985) found invertebrates to be the most common food items of adult frogs. Although vertebrates such as Pacific tree frogs (*Hyla regilla*)¹ and California mice (*Peromyscus californicus*) represented over half of the prey mass eaten by larger frogs, invertebrates were the most numerous food item. Feeding typically occurs along the shoreline and on the surface of

¹ Now considered the Baja California chorus frog or treefrog (*Pseudacris hypochondriaca*) (Duellman et al. 2016).

the water; juveniles appear to forage during both daytime and nighttime, whereas subadults and adults appear to feed at night (Hayes and Tennant 1985).

Several species prey on California red-legged frogs including raccoons, garter snakes, bass, sunfish, mosquito fish, herons, egrets, cats, foxes, coyotes, and most importantly, the introduced American bullfrog. Bullfrogs are considered one of the main threats to the persistence of California red-legged frogs and are one reason why the species are found more often in intermittent or seasonal aquatic habitat rather than in permanent waters. While California red-legged frogs have been known to co-exist with bullfrogs, the presence of these predators in breeding habitat significantly decreases the survivability of tadpoles, metamorphs, and juveniles, and if allowed to persist, can wipe out an entire population within one breeding pool or stream.

CRLF Distribution and Habitat in the Robles Project Reach

The reach surveyed by Catalyst was formerly surveyed for CRLF presence in 2007. These 2007 surveys described habitat in the reach between the California State Route 150 bridge and the Robles Diversion as non-suitable for CRLF. The reach from the Robles Diversion to a mile upstream was described as suitable habitat only in the first 2000 feet of river just upstream of Robles Diversion (ERA 2007). The 2007 surveys extended above Matilija Reservoir and all CRLF documented were located above the reservoir (ERA 2007). During steelhead surveys conducted in the Ventura River in 2010 a single CRLF tadpole was collected by dipnet approximately one mile downstream of the Robles Diversion (Allen and Riley 2012).

Breeding Habitat Preference

The California red-legged frog requires a variety of habitat elements with aquatic breeding areas embedded within a matrix of riparian and upland dispersal habitats. Breeding sites of the California red-legged frog are in aquatic habitats including pools and backwaters within streams and creeks, ponds, marshes, springs, sag ponds, dune ponds and lagoons (Hayes and Jennings 1988). Additionally, California red-legged frogs frequently breed in artificial impoundments such as stock ponds. Female California red-legged frogs typically deposit egg masses on emergent vegetation so that the masses float on the surface of the water (Hayes and Miyamoto 1984), although some biologists have observed submerged egg masses (USFWS 2002). Steve Howard observed submergent CRLF egg masses in Matilija Creek upstream of Matilija Reservoir in February 2010. California red-legged frogs breed from November through early April (Storer 1925). Reis (1999) found the greatest number of tadpoles occurring in study plots with water depths of 0.26 to 0.5 meters (10 to 20 inches). While CRLF successfully breed in streams, high flows and cold temperatures in streams during the spring often make these sites risky environments for eggs and tadpoles (Reis 1999). Historically, suitable frog breeding sites probably were found mostly in unaltered low-gradient annual creeks, with perennial creeks and ponds probably being rare in the Mediterranean climate. However, many of these sites are now negatively impacted by altered water regimes (water extraction and damming), and sometimes eliminated by urban and agricultural development. (Rathbun 2012)

Temperature Preference and Tolerance

Frogs are poikilothermic (can't regulate internal body temperature) and several physiological features, and reproduction, are influenced by temperature. Warmer water, as heated by solar radiation, results in a shorter time between oviposition and metamorphosis - a feature that would be highly adaptive in Mediterranean climates such as southern California because of the potential for aquatic conditions at breeding sites to be short-lived. Despite the importance of water temperatures in understanding several important California red-legged frog behaviors, no empirical data are available on the topic (Rathbun 2012).

Section 3 - Methods

Survey methods were modified but followed (USFWS 2005), and specific equipment guidance was based on more recent technologies from (Tatarian and Tatarian 2016). The survey methods were modified to account for the time of year the cleanout activities were planned to occur and the urgency in conducting cleanout activities as soon as possible. Modifications included conducting the surveys when detection probabilities are lower (best survey period February 25 and April 30), and reducing the number of surveys from the recommended eight surveys conducted between the breeding and non-breeding seasons to four river surveys conducted only during the breeding season (November through March). Based on the historic records for this area, we believe these modifications are reasonable to reduce the potential for or possibly avoid effects to CRLF from the Screenbay cleanout activities. Surveyors used 300 lumen Black Diamond Spot LED headlamps and Bushnell 8x24 mm waterproof, roof top prism binoculars. Water temperature was taken with an alcohol thermometer. River surveys were focused on an area one mile downstream and one mile upstream of Robles Diversion (Figure 1). During night surveys, the focus was on observations of eyeshine as the surveyors walked within the creek thalweg or on the river bank looking at both left and right banks and on immersed substrate. A total of four river surveys were conducted, two during the day and two at night. The night surveys were conducted by two surveyors (Steve Howard and Maravilla Clemens) and the day surveys by one surveyor (Steve Howard). Two surveys were conducted focusing on the area within the Screenbay, one during the river surveys and one during the start of Screenbay dewatering in preparation for cleanout activities. One Screenbay survey was conducted by Catalyst and the other by Casitas biologists walking the entire Screenbay in a zigzag manner to visually inspect the entire Screenbay (Figure 2).

Section 4 – Results

No CRLF were observed during surveys conducted between November 13, 2018 and November 20, 2018 and no CRLF were observed in the Screenbay during surveys conducted prior to and during emergency cleanout activities from February 7 to 10, 2019. Habitat for CRLF did exist in areas upstream and downstream of Robles Diversion during the surveys but the presence of a large numbers of bullfrog larvae, especially downstream of the diversion, create predatory conditions that have the potential to substantially decrease CRLF survival or preclude the exploitation of habitats by CRLF in this reach of the Ventura River.

November 13, 2018 Day River Survey

This survey started at 1000 at the Ojai Valley Land Conservancy pool (Photo 1), which was dry during the surveys. The next upstream pool was wetted and was the downstream terminus of flow during the

survey (Photo 2). Water temperature at the wetted pool was 12°C at 1010. The water stage in this pool diurnally fluctuates based on water line evidence on the banks. No fish or amphibians were observed from the bank in this pool. The first fish observed were arroyo chub (*Gila orcutti*) at the OVLC crossing at Meyer Road. The water temperature at this site was 15.5°C at 1150. Water temperature below the Robles crossing was 13.5°C at 1230. The survey ended at 1530 near the Cozy Dell trailhead. Water temperature was 15°C at 1530. The only aquatic species observed during the survey were arroyo chub and two adult Baja California chorus frogs (*Pseudacris hypochondriaca*).

November 14, 2018 Night River Survey

This survey started at 1830 at the Ojai Valley Land Conservancy crossing. Water temperature was 15°C at 1830. Numerous adult Baja California chorus frogs and California chorus frogs (*Pseudacris cadaverina*) were observed during the survey from the OVLC crossing the Robles Diversion. A long glide habitat exists between the OVLC property and Robles Diversion. Glide or run habitats have characteristics including slow moving, usually shallow water, with a smooth unbroken surface and often with small substrate including sands and silts. This glide had some of the best frog habitat in this reach. We observed numerous adult Baja California chorus (Photo 3) and adult California chorus frogs (Photo 4), 50+ bullfrog (*Lithobates catesbeianus*) larvae (Photo 5), one bullfrog subadult under a boulder undercut, one 12-inch largemouth bass (*Micropterus salmoides*) (Photo 6), and numerous arroyo chubs. We arrived at the Robles Diversion at 2030. We surveyed the reach above the diversion and arrived at the end point at 2330. No amphibians of any species were observed in this reach. The only fish that were observed above the diversion were a few arroyo chubs. Considerable silts were noted in this reach – a characteristic that is likely a result of the December 2017 Thomas Fire.

November 16, 2018 Night Screenbay Survey

No amphibian species were observed in the Screenbay during the survey that occurred from 1900 to 2130 PM. We observed one adult Baja California chorus frog at the entrance of the low flow channel at the diversion headworks and observed a few arroyo chubs (Photo 7) in the flow entering the low flow channel. Water temperature was 15.5°C measured in the Screenbay at 1930.

November 19, 2018 Night River Survey

This survey started at 1830 at the Ojai Valley Land Conservancy crossing. Water temperature was 13.5°C. An adult Western toad (*Anaxyrus boreas*) (Photo 8) and an adult Baja California chorus frog were observed at the crossing. The same observations noted in the November 14 survey of bullfrog larvae in a long glide applied during this survey. The water temperature in the glide was 13.0°C at 1915. We only observed two adult Baja California chorus frogs and a few arroyo chubs in the reach surveyed upstream of the Robles Diversion.

November 20, 2018 Day River Survey

This survey started at 1230 at the Ojai Valley Land Conservancy pool. Water temperature was 16.0°C at 1230. Water temperature just downstream of Robles Diversion was 15.0°C at 1345. A few adult Baja California chorus frogs and arroyo chubs were observed in the reach below Robles Diversion. No amphibians or fish were observed in the reach upstream of Robles Diversion.

February 7-10, 2019 Pre-Dewatering and Cleanout Screenbay Survey and Monitoring

This survey started at 1000 as the Screenbay was slowly draining in preparation for emergency cleanout activities. The forebay upstream of the diversion as well as the Screenbay were inundated with bedload and debris following storm events that occurred from February 2 to 4 (Photos 13 and 14). Bedload and debris that entered the Screenbay resulted in a complete shutdown of diversion and fish passage operations at Robles Diversion. To bring the diversion back into operation, Reclamation and Casitas removed sediment and debris in the Screenbay. Dewatering started at 0800 on February 7 and surveys for CRLF and other special status species including steelhead started at 1000 as the Screenbay was dewatering and continued until 1300. Cleanout activities of the Screenbay started on February 7 following dewatering activities and ended of February 10 at 1030. Monitoring was also conducted by Casitas biologists throughout the cleanout activities. No CRLF or other special status species were observed prior to or during cleanout activities.

Section 5 - Discussion

Our surveys were conducted in what is considered the CRLF breeding season between November and March. Storer (1925) describes breeding as occurring from January through March with observations of breeding occurring in Los Angeles County in November. Bulger et al. (2003) found that adult CRLF migration to and from breeding sites occurred from late October through mid-May at Santa Cruz, California study sites. Also, Bulger et al. (2003) found that approximately 11–22% of the adult population was estimated to migrate to and from breeding sites annually, whereas the bulk of the adult population was resident at breeding sites. The fact that there is a large bullfrog presence in suitable CRLF habitat within the survey reach downstream of Robles Diversion could account for the lack of CRLF presence and a reason that CRLF known to exist in the lower river and San Antonio Creek may not successfully exploit habitats in this reach. In one study (Lawler et al. 1999), the presence of just 50 bullfrog tadpoles nearly precluded recruitment of red-legged frog tadpoles to the juvenile stage in ponds that were studied.

Much of the habitat in the river above and below the diversion is comprised of riffles with a few habitats with slow moving water that would be suitable for CRLF. The forebay directly above the diversion has some suitable habitat in the form of backwater near the diversion headworks. We did focus efforts in this area but did not observe any CRLF. Aquatic habitats in the reach directly upstream of the forebay were comprised of riffles within a braided channel that flows through what appears to be recent deposition of fine sediments within cemented sediments (Photo 9). Upstream of this braided reach is a run habitat that is suitable for CRLF presence but possibly not breeding due to a lack of emergent vegetation and adequate depth (Photo 9). Located approximately 0.6 miles upstream of the diversion is a pool that consists of emergent and submergent vegetation with lateral scour that provides suitable breeding habitat for CRLF (Photo 10). Habitat types located upstream and downstream of this pool consist of riffles and some runs that are either not suitable for CRLF or only provide marginal CRLF habitat.

In conclusion, CRLF habitat does exist in the few habitats with slow moving water and breeding habitat structure (vegetation), but the presence of predatory aquatic species in these habitats create unfavorable conditions for CRLF. The reach downstream of the diversion consists of a few suitable habitats for CRLF but the presence of bullfrogs and predatory fish (bass) along with the fact that some of this reach becomes dry in some years most likely makes it difficult for CRLF to exploit habitats in this

reach. Habitat adjacent to the diversion does consist of elements that are suitable for CRLF, including emergent and submergent vegetation and adequate depth but the presence of bullfrogs and predatory fishes can be detrimental to CRLF survival in these habitats. Surprisingly, habitats in the river upstream of the diversion were almost void of any frog species. We did observe a few Baja California chorus frogs during night surveys but very few compared to the reach downstream of the diversion. Habitat in the Robles Diversion Screenbay during the surveys consisted of shallow, laminar flowing water in a scoured channel close to the concrete wall and screens. The remaining, and majority of habitat in the Screenbay consisted of deposited fine sediments and dense vegetation (cattails) with no flowing water (Photos 11 and 12). We did not observe any frog species in the Screenbay – this is most likely due to a lack of suitable habitat from the presence of extremely dense vegetation. Also, no food sources for CRLF in the form of insects and invertebrates were observed in the Screenbay.

Section 6 - References

- Allen, M. and S. Riley. 2012. Effects of electrofishing on adult frogs. Prepared for Casitas Municipal Water District. Normandeau Associates, Inc. Submitted June 30, 2012.
- Bulger, J.B., N.J. Scott, and R.B. Seymour. 2003. Terrestrial activity and conservation of adult California red-legged frogs *Rana aurora draytonii* in coastal forests and grasslands. *Biological Conservation* 110:85–95.
- Duellman, W.E., A.B. Marion, and S.B. Hedges. 2016. Phylogenetics, classification, and biogeography of the treefrogs (Amphibia: Anura: Arboranae). *Zootaxa* 4104:1–109.
- EcoSystems Restoration Associates (ERA). 2007. California red-legged frog survey report and relocation plan. Prepared for the Ventura County Watershed Protection District. June 2007.
- Hayes, M.P. and M.M. Miyamoto. 1984. Biochemical, behavioral and body size differences between *Rana aurora* and *R.a. draytonii*. *Copeia* 1018–1022.
- Hayes, M. P. and M. R. Jennings. 1988. Habitat correlates of distribution of the California red-legged frog (*Rana aurora draytonii*) and the foothill yellow-legged frog (*Rana boylei*): implications for management. Pages 144–158 in R.C. Szaro, K. E. Severson, and D. R. Patton, technical coordinators. Management of amphibians, reptiles and small mammals in North America. U.S. Forest Service, Rocky Mountain Forest and Range Experiment Station, Fort Collins, Colorado, USA.
- Hayes, M.P. and M.R. Tennant. 1985. Diet and feeding behavior of the California red-legged frog *Rana aurora draytonii* (Ranidae). *Southwestern Naturalist* 30, 601–605.
- Lawler, S.P., D. Dritz, T. Strange and M. Holyoak. 1999. Effects of introduced mosquitofish and bullfrogs on the threatened California red-legged frog. *Conservation Biology* 13:613–622.
- Rathbun, G.B. 2012. Water temperatures in a California red-legged frog breeding pond. *Immediate Science Ecology* 1:7-11
- Reis, D.K. 1999. Habitat characteristics of California red-legged frogs (*Rana aurora draytonii*): Ecological differences between eggs, tadpoles, and adults in a coastal brackish and freshwater system. M.S. Thesis. San Jose State University. 58 pp.

Storer, T.I. 1925. A synopsis of the amphibia of California. University of California Publications in Zoology 27:1-342.

Tatarian, G. and T. Tatarian. 2018. Criteria for the selection and use of light sources and binoculars for visual encounter surveys of adult and sub-adult California red-legged frogs (*Rana draytonii*). Updated 2/22/2018.

US Fish and Wildlife Service (USFWS) 2002. Recovery plan for the California Red-Legged Frog (*Rana aurora draytonii*). U.S. Fish and Wildlife Service, Portland, OR.

US Fish and Wildlife Service (USFWS) 2005. Revised guidance on site assessments and field surveys for the California red-legged frog. August 2005 report.

Appendix A - Figures

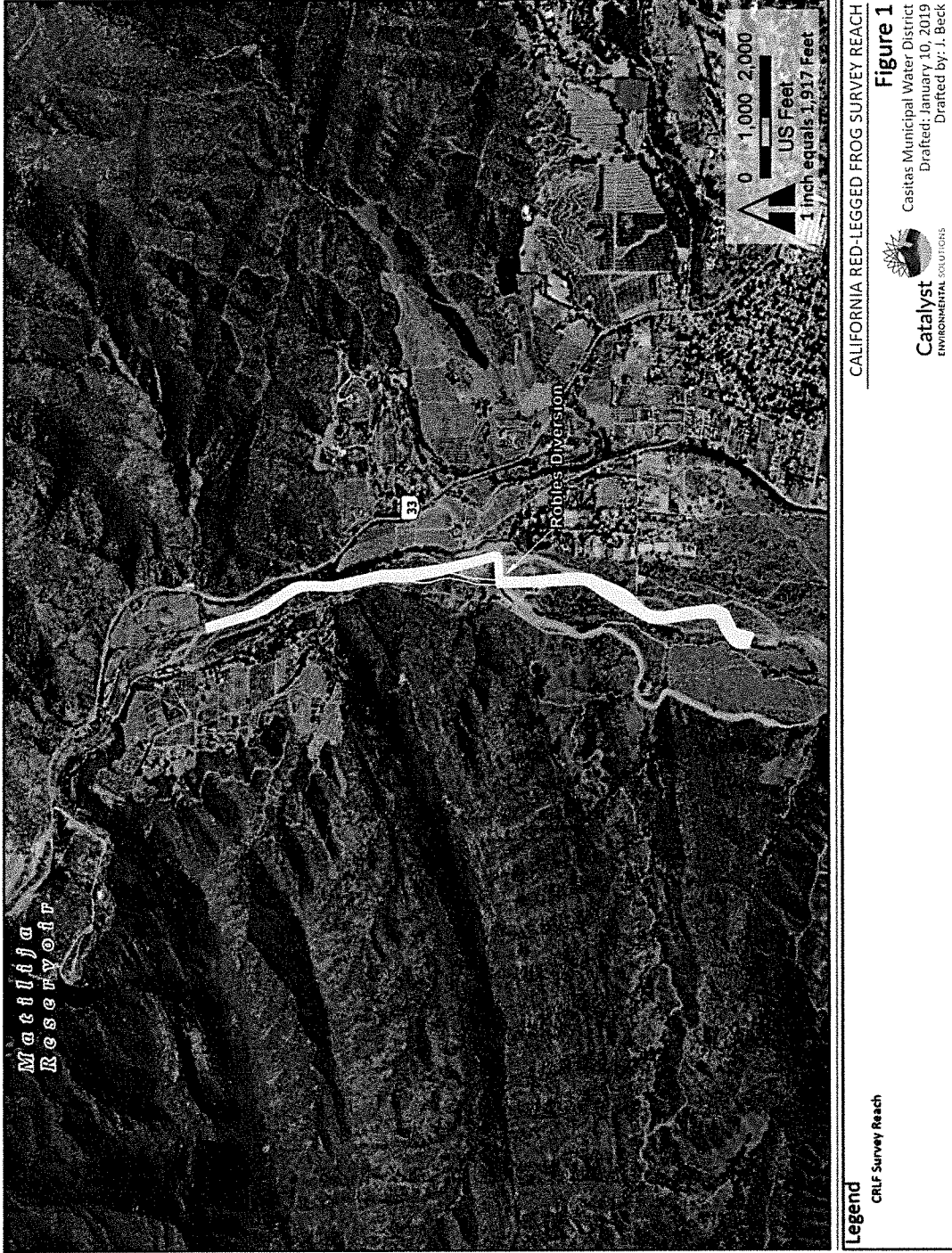
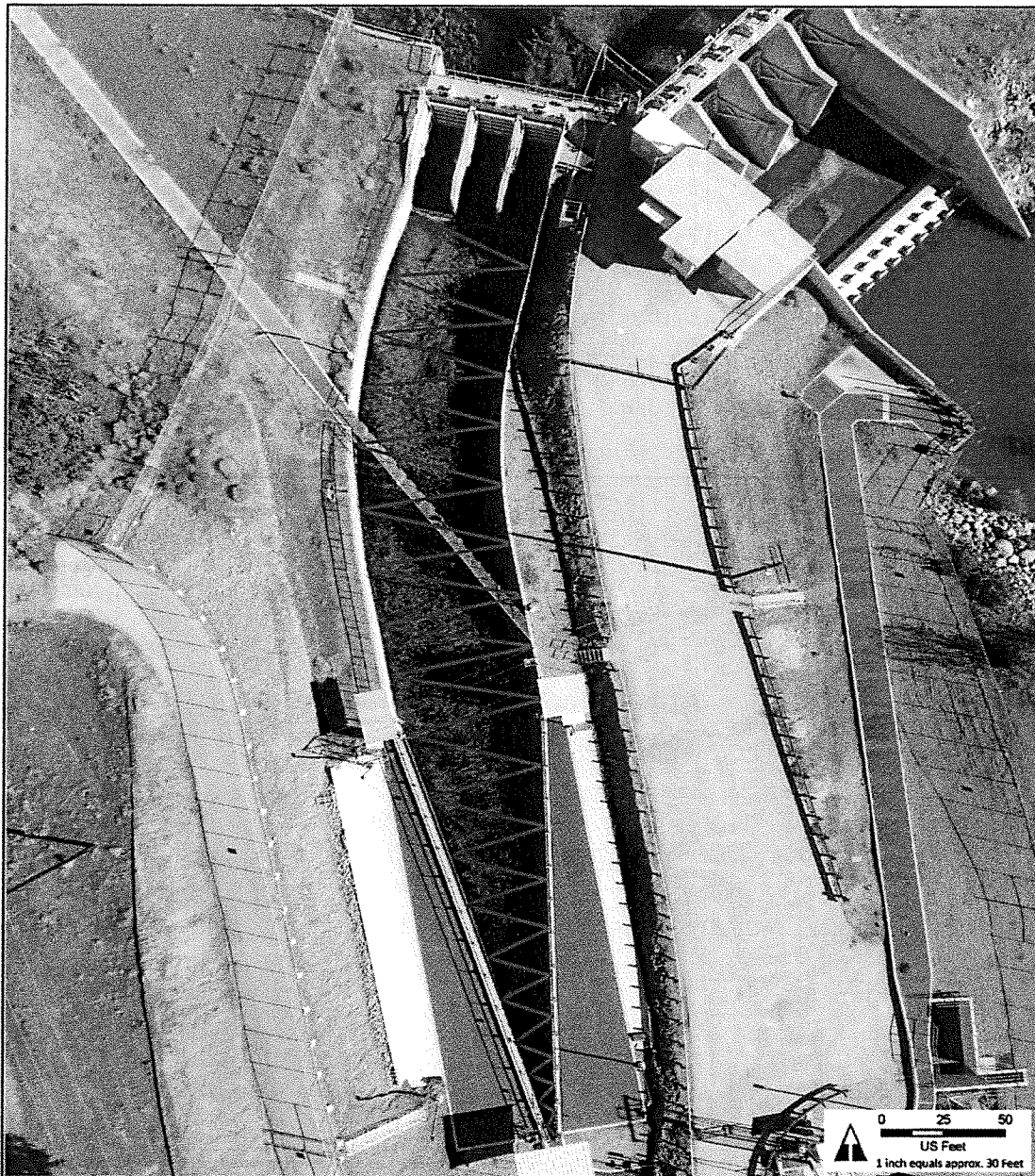


Figure 1 – California Red-legged frog survey reach



Legend

— CRLF Survey

CALIFORNIA RED-LEGGED FROG SURVEY
ROBLES DIVERSION SCREEN BAY

Figure 2

Casitas Municipal Water District
Drafted: January 10, 2019
Drafted By: J. Beck



Figure 2 – California Red-legged frog survey transects in Robles Diversion screenbay

Appendix B - Photos



Photo 1 – Ojai Valley Land Conservancy (OVLC) pool

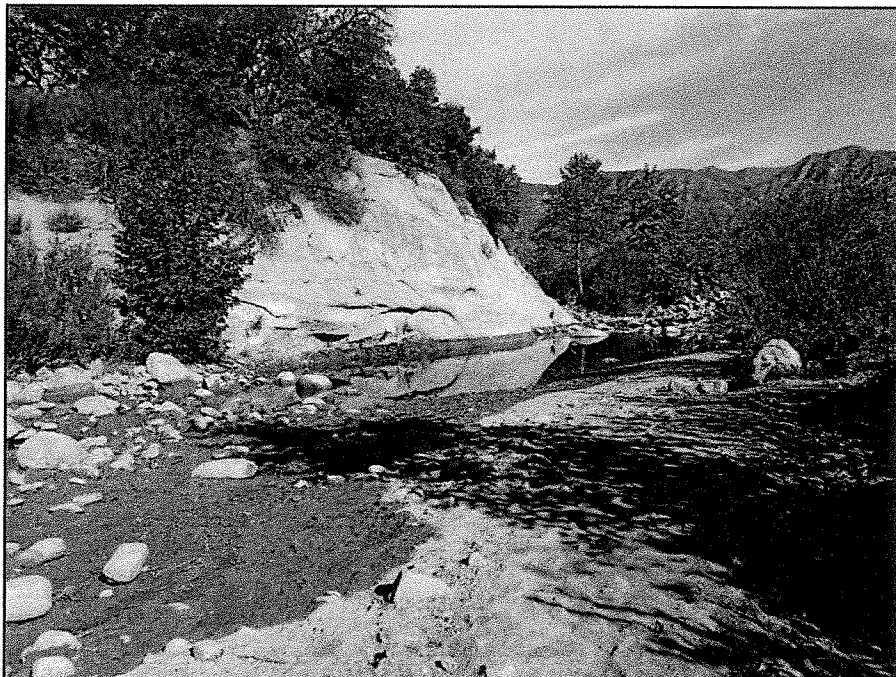


Photo 2 – OVLC pool, upstream of Photo 1, where flow goes subsurface (downstream start of surveys)



Photo 3 – Baja California chorus frog



Photo 4 – California chorus frog



Photo 5 – Bullfrog larva



Photo 6 – Largemouth bass



Photo 7 – Arroyo chub



Photo 8 – Western toad

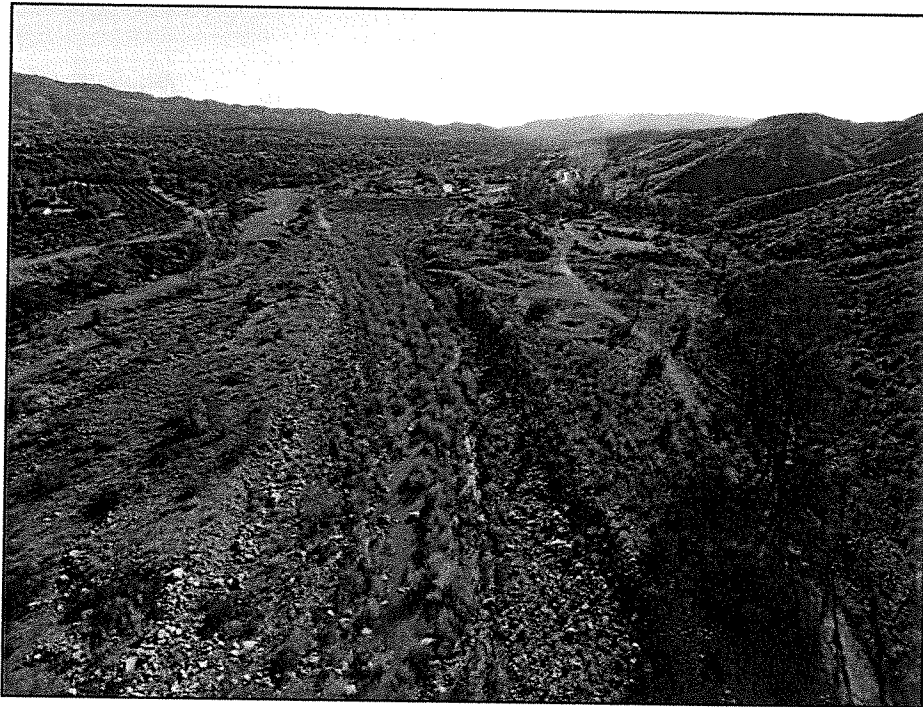


Photo 9 – Braided habitat and run habitat upstream of Robles Diversion

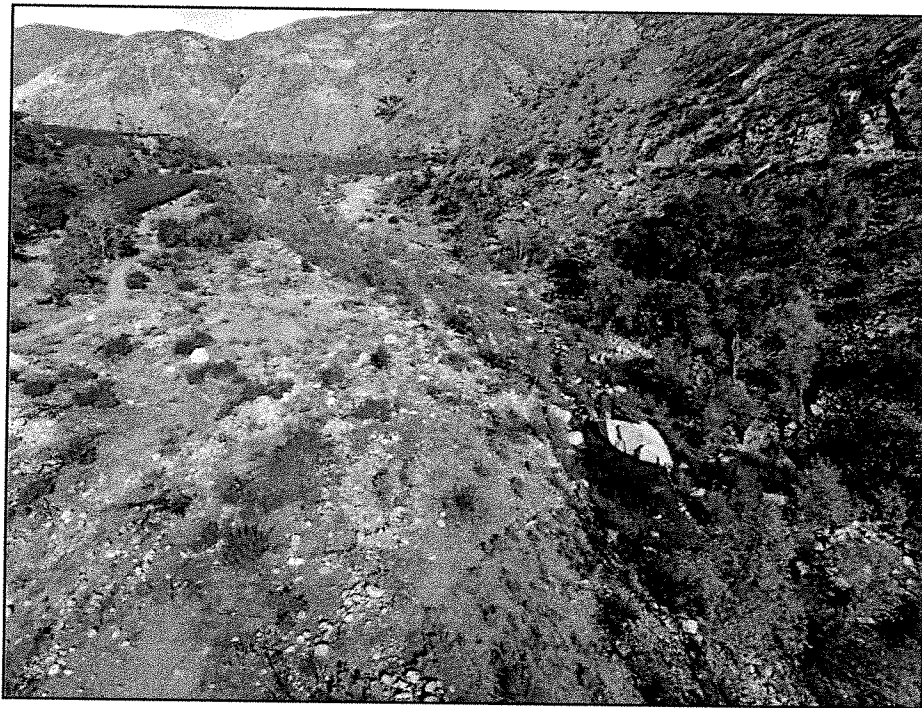


Photo 10 – Pool with suitable CRLF habitat approximately 0.6 miles upstream of Robles Diversion

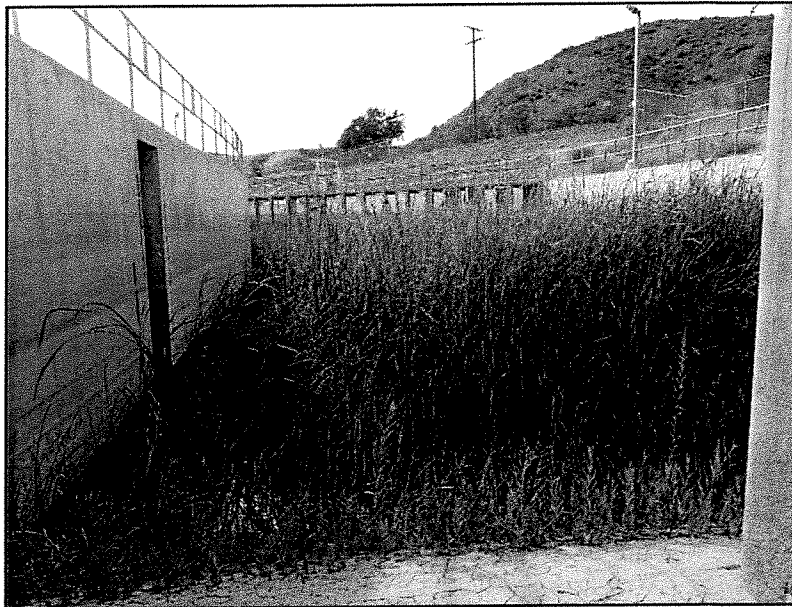


Photo 11- Dense vegetation and sediment deposition in Robles Diversion screenbay

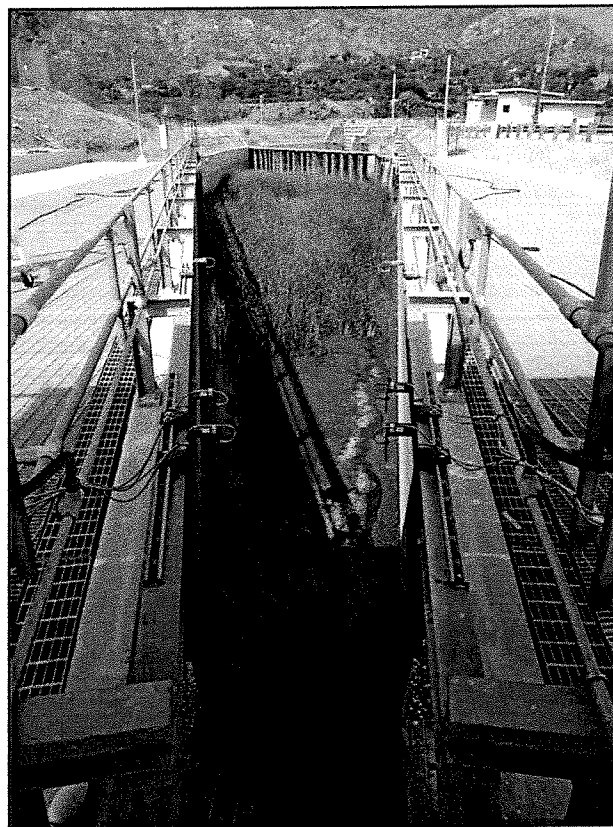


Photo 12- Dense vegetation and sediment deposition in Robles Diversion screenbay



Photo 13- Sediment inundation in Robles Diversion screenbay prior to emergency cleanout

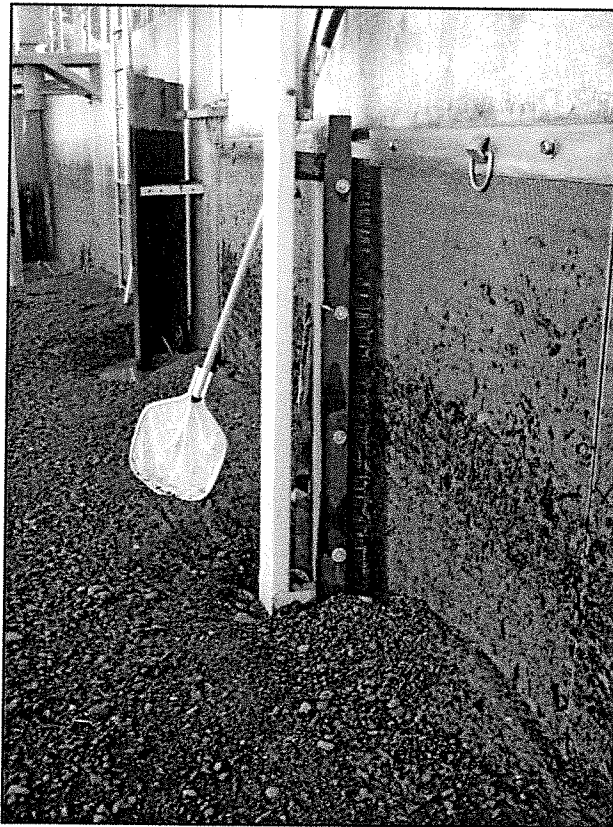


Photo 14- Sediment inundating fish screens and brushes in Robles Diversion screenbay

