

# **INFORMATION HANDOUT**

**For Contract No. 03-0F3204  
At 03-Sac-160-L4.2/L10.8**

**Identified by  
Project ID 0300020595**

## **PERMITS**

Central Valley Flood Protection Board (CVFPB) - Letter of Authorization

The Reclamation Board

Permit No. 11698-A

Permit No. 16011

Permit No. 17035

## **ENCROACHMENT PERMITS**

Reclamation District No. 341

Permit No. 150908

Brannan-Andrus Levee Maintenance District - Standard Terms and Conditions Governing Encroachments and Encroachment Activities

## **MATERIALS INFORMATION**

Water Source Information

**CENTRAL VALLEY FLOOD PROTECTION BOARD**

3310 El Camino Ave., Rm. 151  
SACRAMENTO, CA 95821  
(916) 574-0609 FAX: (916) 574-0682  
PERMITS: (916) 574-2380 FAX: (916) 574-0682



January 13, 2016

Kidianga Tshiunza  
California Department of Transportation (Caltrans)  
703 B Street  
Marysville, CA 95901

Re: Caltrans Road Maintenance on SR 160

Dear Mr. Tshiunza:

By encroachment permit application dated October 23, 2015 you are requesting to perform road maintenance which includes: pavement replacement, seal cracks, replace rumble strips, place shoulder backing material, replace traffic loop detectors, replace traffic striping in kind, replace asphalt dikes, relocate warning beacons, and perform maintenance on existing guardrails. The project is located on State Route 160 from the intersection at Sherman Island Road to Route 12 in Rio Vista. The scope of work is authorized under Permit Nos. 11698-A, 16011, and 17035

Board staff has reviewed your request and concurs with the proposed work described in your encroachment permit application is considered maintenance. Therefore, per Title 23 California Code of Regulations (CCR), Article 3, Section 6 (d), an encroachment permit will not be required for the proposed work. Any modifications to the facilities permitted by Permit Nos. 11698-A, 16011, and 17035 must comply with the conditions of the permit.

Please be advised that additional permits or authorizations may be required from other federal, state, or local agencies to perform this work.

If you have any questions, please contact Ilene Wellman-Barbree of my staff at (916) 574-0375, or by email at [Ilene.Wellman-Barbree@water.ca.gov](mailto:Ilene.Wellman-Barbree@water.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Mitra Emami".

Mitra Emami P.E.  
Operations Branch Chief  
Central Valley Flood Protection Board

Attachment: Encroachment Permit Application dated October 23, 2015

cc: Mr. Willoughby, Richard, DWR (via electronic copy)  
Mr. Herman Phillips, DWR (via electronic copy)  
RD 341, (via electronic copy)  
Brannan Andrus

STATE OF CALIFORNIA  
**THE RECLAMATION BOARD**  
APPROVAL OF PLANS

Application No. 11698-A GM

The Application of: **State of California**  
**Department of Transportation**  
**Division of Structures**  
**P. O. Box 1499**  
**Sacramento, CA 95807**

for approval of plans

To renew the Application No. 11698 which was to realign and widen a portion of State Highway 84 on the left bank levee of the Sacramento River at Horseshoe Bend on Sherman Island. Sections 25 and 26, T. 3 N., R. 2 E., M.D.B.&M., (Reclamation District No. 341) Sacramento River, Sacramento County.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, The Reclamation Board or its General Manager pursuant to delegation from the Board, has considered this application: Now, therefore, it is ORDERED that this application and plans attached therein are hereby approved and permission to proceed with the work in accordance therewith is hereby granted subject to all terms, conditions, and restrictions attached hereto which are incorporated herein by reference and made a part hereof.

GENERAL CONDITIONS

ONE: This approval is issued under the authority of Sections 8700-8723 of the State Water Code;

TWO: This approval is to be strictly construed and no work, other than that specifically described herein, is authorized hereby.

THREE: This approval of plans does not carry with it permission to construct any works on lands owned by the Sacramento and San Joaquin Drainage District, nor on any other lands whatsoever;

FOUR: The work hereunder shall be accomplished under the direction and supervision of the State Department of Water Resources and applicant shall conform to all requirements of said Department and the State Reclamation Board, and applicant shall notify said Department of Water Resources, P. O. Box 160088, Sacramento, CA 95816, telephone (916) 445-3942, at least three days prior to commencement;

FIVE: This approval shall be void unless the work herein contemplated shall have been commenced within one year after issuance; *Feb. 24, 1981 Expiration date.*

SIX: This approval shall remain in effect until revoked. This approval is revokable on 15 days' notice in the event that any conditions contained herein are not complied with;

SEVEN: It is understood and agreed by applicant that the commencement of any work under this approval shall constitute an acceptance of the provisions of this approval and an agreement to perform in accordance therewith;

EIGHT: This approval is granted with the understanding that this action is not to be considered as establishing any precedent with respect to any other application received by The Reclamation Board;

NINE: The applicant to whom this approval is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from any other public agency having jurisdiction;

TEN: Upon completion of the work all waste material and debris shall be entirely removed from the site of the work and the site left in as presentable a condition as before the work started;

ELEVEN: The applicant is responsible for all liability for personal injury or property damage which may arise out of failure on the applicant's part to perform his obligations under this approval. In the event any claim of liability is made against the State of California or any department thereof, the United States of America, a local district or other maintaining agency and the officers, agents or employees thereof, applicant shall defend, indemnify and hold each of them harmless from such claim;

TWELVE: The applicant agrees by the acceptance of this approval to exercise reasonable care to operate and maintain properly any work authorized herein and agrees to conform to standards of operation and maintenance prescribed by the State of California;

THIRTEEN: Applicant shall at his sole cost and expense remove, alter, relocate or reconstruct all or any part of the work herein approved immediately upon the order of The Reclamation Board so to do and in the manner prescribed thereby should said work or any portion thereof not conform to the conditions of this approval.

SPECIAL CONDITIONS:

FOURTEEN: That all existing trees and brush to be cleared shall be completely burned or otherwise removed from the overflow area.

FIFTEEN: That the proposed bank protection work shall be placed uniform and transitioned into the natural bank at both ends.

SIXTEEN: That the proposed riprap shall not contain any floatable or objectionable material.

SEVENTEEN: That no excavations shall be made or allowed to remain in the levee section between November 1 and April 15.

EIGHTEEN: That a continuous roadway along the crown of the left bank project levee shall be provided at the location of the proposed roadway, fill to be placed over the levee section.

(SEAL)

FEB 24 1978

ORIGINAL SIGNED BY  
PAUL L. CLIFTON

GENERAL MANAGER

Dated: \_\_\_\_\_  
pr

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
**THE RECLAMATION BOARD**

PERMIT NO. 16011 GM

This Permit is issued to:

California Department of Transportation  
District No. 10  
Attention: Mr. Charles R. Rice  
Post Office Box 2048  
Stockton, California 95201

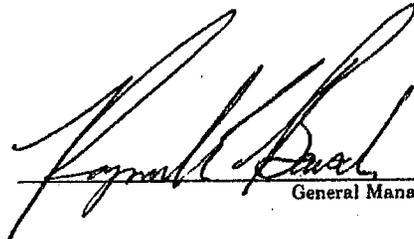
To widen and realign approximately 16,800 feet of State Highway 160, and install two 14-inch-diameter irrigation pipes in the left bank (landward) levee slope of the Sacramento River. The project is located south (downstream) of the City of Rio Vista and will extend approximately 2.70 miles north (upstream) from Threemile Slough. Section 31, T4N, R3E and Sections 6, 7, and 13, T3N, R3E, M.D.B.&M. (Brannan-Andrus Levee Maintenance District), Sacramento River, Sacramento County.

**NOTE:** Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

The Reclamation Board, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, approved this application and the plans attached thereto. Permission is granted to proceed with the work described in this application, which is incorporated herein by reference, subject to the following General and Special Conditions.

(SEAL)

Dated: JAN 20 1993

  
\_\_\_\_\_  
General Manager

**GENERAL CONDITIONS:**

**ONE:** This permit is issued under the provisions of Sections 8700 - 8723 of the Water Code.

**TWO:** Only work described in the subject application is authorized hereby.

**THREE:** This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

**FOUR:** The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.

**FIVE:** Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.

**SIX:** This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

**SEVEN:** It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

#### SPECIAL CONDITIONS:

THIRTEEN: All work shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that covered by this permit, shall be done in the area without the prior approval of The Reclamation Board.

FOURTEEN: The permittee shall notify the Department of Water Resources by telephone, (916) 445-6386, at least ten working days prior to start of work.

FIFTEEN: Cleared trees and brush shall be burned or removed from the work area, and downed trees or brush shall not be allowed to remain during the flood season from November 1 to April 15.

SIXTEEN: That prior to placement of fill against the levee slope, all vegetation and roots larger than 1-1/2 inches in diameter shall be removed from the levee slope and within 10 feet of the levee toe.

SEVENTEEN: That impervious fill on the levee slope shall be keyed into the existing levee section with each lift.

EIGHTEEN: No excavation shall be made or allowed to remain in the levee section during the flood season from November 1 to April 15.

NINETEEN: The pipe shall be placed in an open cut with side slopes a minimum of 1 horizontal to 1 vertical.

TWENTY: The pipe installed in the levee section shall be new steel, at least No. 7 gauge, asphalt coated, and wrapped with asphalt-saturated felt outside and asphalt coated inside. An equivalent substitution may be permitted for soil proofing.

TWENTY-ONE: The invert of the pipe through the levee section shall be above the design flood plane elevation of 9.0 feet, USGS Datum.

TWENTY-TWO: All pipe joints within the levee section shall be butt welded.

TWENTY-THREE: The abandoned pipes shall be removed from the levee section.

TWENTY-FOUR: The pipe shall be buried at least 12 inches below the levee slopes and 24 inches below the levee crown.

SPECIAL CONDITIONS FOR PERMIT NO. 16011 GM (Continued)

TWENTY-FIVE: The backfill material for excavation within the levee section shall be placed in 4- to 6-inch layers and compacted to a minimum of 90 percent relative compaction as measured by ASTM method D-1557.

TWENTY-SIX: Density tests by a certified materials laboratory will be required to verify compaction of backfill.

TWENTY-SEVEN: Any discharge structure shall be located a minimum distance of 10 feet landward of the landward levee toe.

TWENTY-EIGHT: In the event the existing rock revetment on the waterward levee section is disturbed or displaced during construction, it shall be restored to its preconstruction condition.

TWENTY-NINE: The project area shall be restored to at least the condition that existed prior to commencement of work.

THIRTY: Only impervious material shall be used for bedding or backfill within the impervious levee section.

THIRTY-ONE: The permittee shall assume all responsibility for protection, relocation, or removal of the permitted project works if required by The Reclamation Board.

THIRTY-TWO: The applicant shall maintain the project works within the utilized area in the manner required and as requested by the authorized representative of the Brannan-Andrus Levee Maintenance District or any other agency responsible for maintenance.

THIRTY-THREE: That grouting for Irrigation Siphon NO. 2 shall be performed in accordance with Board standards.

THIRTY-FOUR: That the design for the Type 1 geotextile shall be submitted to and approved by the Board prior to construction.

THIRTY-FIVE: That, promptly upon request of the Board, the permittee shall repair features of the approved project which, in the opinion of the Board, do not conform with good flood control practice.

THIRTY-SIX: The existing pipe within the levee section shall be pressure tested to determine the soundness of the pipe. If the existing pipe is found to be unsafe, it shall be removed or properly sealed after approval of plans by The Reclamation Board.

THIRTY-SEVEN: That the landside levee slope shall be reconstructed to at least 1 on 2 or flatter.

THIRTY-EIGHT: That drainage from the new road embankment shall be sloped to drain away from the project levee.

SPECIAL CONDITIONS FOR PERMIT NO. 16011 GM (Continued)

THIRTY-NINE: That the applicant shall provide for inspection services and records acceptable to The Reclamation Board. A civil engineer registered in the State of California shall certify that all work was thoroughly inspected and performed in accordance with the submitted plans, drawing(s), specifications, and permit conditions.

*new number*

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
**THE RECLAMATION BOARD**

PERMIT NO. 17035 GM

This Permit is issued to:

Department of Transportation  
801 - 12th Street, Fourth Floor  
Mail Station 12  
Sacramento, California 95814

To place metal beam guardrails on the waterside of the levee crown (State Route 160) of the Sacramento River. The project is located starting from Paintersville going south for approximately 27.3 miles to Emmaton at Horseshoe Bend (Sections various, T3N, T4N, and T5N, R2E, R3E, and R4E, MDB&M, Reclamation District No. 3 and Brannan Andrus Levee Maintenance District, Sacramento River, Sacramento County).

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

The Reclamation Board, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, approved this application and the plans attached thereto. Permission is granted to proceed with the work described in this application, which is incorporated herein by reference, subject to the following General and Special Conditions.

(SEAL)

Dated:         JUN 07 2001        

  
\_\_\_\_\_  
General Manager

**GENERAL CONDITIONS:**

- ONE:** This permit is issued under the provisions of Sections 8700 - 8723 of the Water Code.
- TWO:** Only work described in the subject application is authorized hereby.
- THREE:** This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.
- FOUR:** The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.
- FIVE:** Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.
- SIX:** This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.
- SEVEN:** It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

**EIGHT:** This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

**NINE:** The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

**TEN:** The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

**ELEVEN:** The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

**TWELVE:** Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

**SPECIAL CONDITIONS:**

**THIRTEEN:** All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without the prior approval of The Reclamation Board.

**FOURTEEN:** The permittee shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of the Department of Water Resources, Reclamation Districts No. 3 and Brannan Andrus Levee Maintenance District, or any other agency responsible for maintenance.

**FIFTEEN:** The permittee shall notify the Department of Water Resources by telephone, (916) 574-1213, at least ten working days prior to start of work. Failure to do so may result in delays for your project.

**SIXTEEN:** The Reclamation Board, Department of Water Resources, Reclamation District No. 3, and Brannan Andrus Levee Maintenance District shall not be held liable for any damages to the permitted encroachment(s) within the floodway, levee section, or within 10 feet of the levee toes resulting from flood fight, operation, maintenance, inspection, or emergency repair.

**SEVENTEEN:** The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if damaged by any cause.

**EIGHTEEN:** The project proponent shall be responsible for repair of any damages to the project levee and other flood control facilities due to construction, operation, or maintenance of the proposed project.

**NINETEEN:** The levee section and work area shall be restored to at least the condition that existed prior to commencement of work.

SPECIAL CONDITIONS FOR PERMIT NO. 17035 GM (Continued)

TWENTY: Cleared trees and brush shall be completely burned or removed from the floodway, and downed trees or brush shall not remain in the floodway during the flood season from November 1 to April 15.

TWENTY-ONE: No material stockpiles, temporary buildings, or equipment shall remain in the floodway during the flood season from November 1 to April 15.

TWENTY-TWO: No excavation shall be made or remain in the levee section during the flood season from November 1 to April 15.

TWENTY-THREE: To provide protection for the State-threatened Swainson's hawk, construction or encroachment activities will only be permitted between August 1 and March 1, unless otherwise permitted in writing by the California Department of Fish and Game with evidence provided to The Reclamation Board.

TWENTY-FOUR: To ensure the protection of valuable riparian habitat, no native trees, shrubs, or other woody vegetation greater than 6 inches in diameter at the base shall be removed or disturbed.

TWENTY-FIVE: The permittee shall conduct a survey to determine whether the federally endangered valley elderberry longhorn beetle and/or elderberry shrubs will be impacted. This survey shall be coordinated with the U.S. Fish and Wildlife Service, Endangered Species Office, at telephone (916) 979-2725. If elderberry shrubs are impacted, a copy of the USFWS permit shall be provided to The Reclamation Board prior to project construction.

TWENTY-SIX: The permittee shall enter into a memorandum of understanding with The Reclamation Board prior to start of construction of the proposed project. This memorandum shall bring resolution, satisfactory to The Reclamation Board, to unresolved issues concerning the effect on levee operations, maintenance, and repair due to implementation of the proposed project.

TWENTY-SEVEN: The permittee shall offset the face of the guardrails as far as practical from the edge of the pavement within the Department of Transportation's right of way constraints.

**RECLAMATION DISTRICT NO. 341  
ENCROACHMENT PERMIT NO. 150908**

To: Mr. Dennis Jagoda, CALTRANS  
Division of Engineering  
703 B Street  
Marysville, CA 95901

Permission is hereby granted to encroach upon the area of jurisdiction of Reclamation District No. 341 (hereafter, "District") in the following manner:

Remove 0.2' of existing pavement from EP to EP (excluding turnouts and driveways), overlay 0.2' rubberized asphalt, dig out and repair locations of severe failure, seal cracks wider than 0.25", replace rumble strips, place shoulder backing, adjust/replace metal beam guardrails to current standards, replace traffic loop detectors and stripping in kind, replace/upgrade asphalt dikes.

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to observe and perform:

1. All permit fees must be paid with submission of application. Permit fees are charged to defray a portion of District's administrative and inspection costs.
2. This permit shall be canceled and void unless work contemplated hereunder is initiated within <sup>575</sup>~~365~~ days from the date hereof and diligently prosecuted to completion. The District Engineer must be notified at least 3 days prior to the commencement of the permitted work.
3. The permittee shall indicate acceptance of this permit, and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District office. The permit shall not become effective until accepted and signed by the permittee.
4. Each and every recommendation and requirement set forth herein from the District's Engineer regarding the encroachment above described, shall be fully complied with.
5. The District's property, levees and other reclamation works are used, maintained and operated by the District for District purposes only, and not for any other purposes relating to any use or activity thereon that may be made under this Permit. Permittee takes such District property and works in such condition as they may exist from time to time, and permittee shall be solely responsible for any personal injury, death or property damage occurring from activities arising out of or under this permit. Permittee agrees to defend, indemnify and hold harmless the District, its Trustees, officers, employees and agents from and against any liability which may be incurred through injury to person or damage to property resulting from or arising out of or connected with the construction, installation or use of the encroachment above described, and from any such liability arising out of or connected with the maintenance and operation of such encroachment, except where maintenance thereof is herein accepted by District.
6. Permittee will provide District with proof of liability insurance satisfactory to the District and an endorsement naming the District, its Trustees, officers, employees and agents as additional insureds, and maintain the same for as long as this encroachment permit continues in effect.
7. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
8. Except as herein otherwise provided, all cost of maintenance and repair of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by District to do so, repair such encroachment in the

manner prescribed by District whenever District shall determine that such repair is required in the interest of District. Any such repair ordered by District which shall not have been performed by permittee within thirty (30) days after written notice has been given by District of such required repair may be performed by District, at permittee's expense and permittee shall promptly reimburse District therefor.

9. District reserves the right of access to the portion of its easement and right of way for such maintenance, repairs or alterations of District facilities or of the facilities described above as may be required for District purposes. District shall not be responsible for any damage done to improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of District's easement and right of way for District purposes and need not replace any paving, black top or other improvement damaged or required to be removed in the process of such maintenance repair or alteration. Permittee shall reimburse District for any increased cost of such access or maintenance or repair occasioned by the improvements of permittee described herein.

10. Permittee may make no alteration or improvement of any portion of District's levee or its easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from District.

11. This permit is revocable in whole or in part by District on thirty (30) days written notice to permittee when such revocation is determined by Board of Trustees to be necessary for District purposes.

12. Upon the failure of permittee to conform to any of the terms and conditions herein specified this permit shall, at the option of District, cease and terminate and District may remove the encroachment or improvement above described together with any appurtenances thereto located within the easement and right of way of District and permittee shall promptly pay to District all costs and expenses incurred in such removal.

13. Permittee shall cause no adverse environmental impacts during the construction or installation of the encroachment described above.

14. Issuance of this encroachment permit does not relieve the permittee of his/her responsibility for obtaining any other permits required by federal, state or local statutes, or any right of entry from a private landowner.

15. Except as permitted by the terms of this encroachment permit, permittee shall comply with all District Regulations pertaining to Levees.

16. The terms and conditions hereof shall be binding upon the heirs, successors and assigns of the permittee

17. Special Conditions: **Asphalt removed from roadway within Sherman Island to be stockpiled at a designated location for use by the District.**

18. Special Conditions:

19. Special Conditions:

Dated: \_\_\_\_\_, 2015

**RECLAMATION DISTRICT NO. 341**

By: \_\_\_\_\_

**ACCEPTANCE**

Permittee and/or landowner hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: Sept 18, 2015

**PERMITTEE**

By 

**LANDOWNER (if applicable)**

By \_\_\_\_\_

# BRANNAN-ANDRUS LEVEE MAINTENANCE DISTRICT

Post Office Box 338  
Walnut Grove, California 95690-0338

## STANDARD TERMS AND CONDITIONS GOVERNING ENCROACHMENTS AND ENCROACHMENT ACTIVITIES

(As amended June 12, 2008)

### Standard Terms and Conditions: (Where Applicable)

#### 1. Progress of Work

##### 1.1 Substantial Compliance

1. All work shall be in substantial compliance with the exhibits submitted to support the application authorized, and as modified by any supplemental conditions herein, and hereby made a part of this permit by reference. No work other than covered by this permit shall be done at this location without the prior approval of District.
2. All work shall be in conformance with the standards and guidelines of the California State Central Valley Flood Protection Board, and its successor agencies, governing work on or near the levees as contained in the California Code of Regulations, Title 23, Division 1, Chapter 1. In particular, Permittee is directed to Article 8 § 112 (b) whereby "Banks, levees, and channels of floodways along any stream, its tributaries, or distributaries may not be excavated, cut, filled, obstructed, or left to remain excavated during the flood season". For levees adjoining the Sacramento River, Georgiana Slough, Mokelumne River, and Sevenmile Slough no such activities may take place between November 1 and April 15. For levees adjoining the San Joaquin River no such activities may take place between November 1 and July 15.

2. Modifications or Improvements: Permittee may not alter or remove any portion of the encroachment or improvement herein authorized without obtaining clearance from District.

3. Notification of Commencement: The postal card attached hereto shall be mailed to the office of the District Engineer at least three (3) business days prior to the commencement of the above described work.

4. Property Rights or Title: Permittee shall acquire no easement or property right in or to the property or right of way of District by virtue of this permit and the District does not hereby relinquish any right of title therein.

#### 5. Release of Liability and Waiver of Claim for Injury, Damage, or Loss

5.1 Permittee will hold and save District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or connected with the maintenance and operation of

such encroachment, except where maintenance thereof is herein accepted by District.

- 5.2 Permittee agrees to waive any claim for injury or damage or loss arising out of the overtopping or failure of District levees and expressly assumes the risk of such overtopping or failure. Permittee further agrees to adopt means, as approved by the District Board, whereby any person occupying the facilities of Permittee will agree to assume the risk of levee overtopping or failure and to waive any and all claims against District as a result of such overtopping or failure.
6. Vegetation Maintenance: Permittee shall be responsible for the control and maintenance of vegetation in the area of the encroachment hereby permitted, and extending 10 feet therefrom in any direction. Such vegetation management practices shall be subject to the approval of the District Superintendent. The Permittee shall reimburse District for any added costs associated with levee maintenance in the immediate vicinity, in the event Permittee fails to abide by this stipulation.
7. Encroachment Maintenance, Repair, Replacement or Relocation
  - 7.1 Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by Permittee. Permittee shall, whenever instructed by District to do so, repair, replace or relocate such encroachment in the manner prescribed by District whenever District shall determine that such repair, replacement or relocation is required in the interest of District. Any such repair, replacement or relocation ordered by District which shall not have been performed by Permittee within thirty (30) days after written notice has been given by District of such required repair, replacement or relocation may be performed by District, at Permittee's expense, and Permittee shall promptly reimburse District thereof. Note: an exception to the 30-day performance deadline is provided for below as may be necessary under emergency conditions.
  - 7.2 District reserves the right to access to the portion of its easement and right of way for such maintenance, repairs or alterations of District facilities or of the facilities described above as may be required for reclamation purposes. District shall not be responsible for any damage done to surface improvements of Permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, black top or other improvement required to be removed in the process of such maintenance, rehabilitation or emergency response. Permittee shall reimburse District for any increased cost of such access occasioned by the improvement of Permittee described herein.
8. Temporary Relocation or Removal Under Emergency Conditions: In the event of high water or flood conditions and upon notification from the District, Permittee shall immediately remove or relocate the subject encroachment to facilitate the District's response efforts.
9. Reimbursement of Excess Expenses Associated with Encroachment Request: Permittee agrees to reimburse the District for any excess administrative and engineering expenses associated with processing this permit request and any construction monitoring to observe levee performance or verify compliance with the terms and conditions herein.

10. Other Agency Permits. This authorization does not obviate the need to obtain other governmental permits, approvals, or authorizations required by law. It is the Permittee's responsibility to verify which authorizations are required, to secure and retain evidence that all other governmental requirements have been satisfied, and to make such evidence available upon District's request. Failure to secure all the necessary governmental sanctions is grounds for revocation of this permit. Agencies of jurisdiction may include, and may not be limited to the US Army Corps of Engineers and the State of California Central Valley Flood Protection Board, Central Valley Regional Water Quality Control Board, Dept. of Fish and Game, State Lands Commission, their successor agencies, and the municipality within whose boundaries the project is located.
11. Revocation or Termination
  - 11.1 Permit is revocable in whole or in part by District on thirty (30) days written notice to Permittee when such revocation is determined by the Board of Directors to be necessary for District purposes.
  - 11.2 Upon the failure of Permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of District, cease and terminate and District may remove the encroachment or improvement above described together with any appurtenances thereto located within the easement and right of way of District and Permittee shall promptly pay to District all costs and expenses incurred in such removal.
  - 11.3 Permit may be subject to revocation unless work contemplated hereunder is initiated within one year from the date hereof and diligently prosecuted to completion.
12. Method of Acceptance: Permittee shall indicate acceptance of this permit, and terms and conditions thereof, by executing the form of acceptance of this permit and returning all copies to the District Secretary at Post Office Box 929, Walnut Grove, California 95690. A fully executed copy will be returned to the Permittee upon signature of the District's representative.
13. Effective Date of Permit: Permit shall not become effective unless accepted and signed by Permittee and returned to the District Secretary within thirty (30) days of issuance by the District, together with any excess processing fees due District for which an invoice is attached. Permittee failing to execute and return the permit documents within thirty days from issue date must file for a new encroachment permit or forego the permitted activity.

END OF STANDARD TERMS AND CONDITIONS

### ACCEPTANCE

The undersigned Applicant (Applicant Representative), hereby agrees to the above terms and conditions governing the proposed work with the District's jurisdiction, and acknowledges receipt of a copy hereof.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Contact Information:**  
 CalTrans District 3  
 703 B Street  
 Marysville, CA 95901  
 Attn: Melanie Collins  
 melanie\_collins@dot.ca.gov

## Chang, Jerry J@DOT

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**From:** D Robinson <recdistrict3@hotmail.com>  
**Sent:** Thursday, June 23, 2016 1:49 PM  
**To:** Chang, Jerry J@DOT  
**Subject:** Re: Caltrans: Water Availability Request

Reclamation District 3 provides drainage for Grand Island through a series of drainage canals. There is a easy access to a district canal on Hwy 220 approximately 1/4 mile west of Hwy 160 While RD3 does not supply water there is always water available at this location. The lift for drafting or pumping would be 6-8 feet

Caltrans has permission to access this point as long as the dirt road along the canal isn't blocked.

I would be happy to meet with a representative to visit this site or other potential options

Dave Robinson  
Mgr RD3  
916-316-0722

Dave

On Jun 23, 2016, at 10:03 AM, Chang, Jerry J@DOT <[jerry.j.chang@dot.ca.gov](mailto:jerry.j.chang@dot.ca.gov)> wrote:

Hello David,

As a follow-up to our phone conversation, please find attached a Request memo for non-potable water availability for the construction of Caltrans Pavement Rehabilitation project on State Route 160.

Could you please give us a response letter (Memo preferred) from the District, preferably by e-mail so that I can put it in the contract.

I greatly appreciate your prompt response to this matter.

Please, feel free to contact me if you have questions or need additional information

Thank you.

JERRY J. CHANG  
(530)741-5370

<Signed Letter to Reclamation District 3.pdf>