



ADDENDUM NO. 1

**TO
BID PROPOSAL
AND SPECIFICATIONS
FOR**

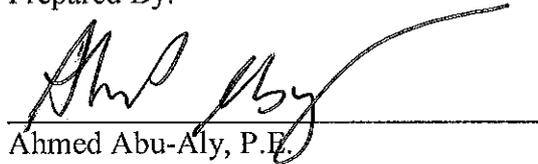
**Antioch Marina Boat Launching Facility
P.W. 523-16**

ISSUED: June 10, 2010

This Addendum No. 1 must be signed by the bidder and attached to the CONTRACT PROPOSAL PACKAGE for consideration by the City. The City reserves the right to disregard any proposal, which does not include this Addendum. The City may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEMS

Prepared By:


Ahmed Abu-Aly, P.E.

BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum No. 1 and accept all conditions contained herein.

Bidder's Signature

Date

Name of Company

PROPOSAL

- Item 1. Replace "Schedule of Bid Prices" page P-22 through P-25 with the attached revised blue sheets.

SPECIFICATIONS

- Item 2. APPENDIX -

Part AP-C, California Department of Fish and Game – Replace the Draft Streambed Alteration Agreement with the attached Streambed Alteration Agreement Notification No. 1600-2007-0486-R3.

The City will provide a biologist on site to conduct the fish rescue operation and to observe and monitor the compliance with the permit conditions.

The Contractor shall comply with all applicable conditions of the Streambed Alteration Agreement.

- Item 3. Section 02110 - Demolition and Site Clearing

- A. Part 3.02-Methods, Note B1, last sentence shall be revised to read as follows:
"Roots 1" in diameter and larger ...shall be removed to minimum depth of twenty-four (24) inches below finished grade.

- Item 4. Specifications Section 02200 - Earthwork

- A. Part 3.01 - Preparation, Subpart A1, The final two sentences shall be deleted and Subpart A1 shall read as follows:
"Earth shall be cleared of grass, grass roots, shrub stumps, shrubs, tree stumps, and weed growth to a depth of 24 inches below finished grade. All rubble, old masonry, and rubbish shall be removed and disposed off-site."
- B. Part 3.04 - Excavation, Subpart A2, shall be deleted.
- C. Part 3.05 - Fill and Backfill, Subpart A2 shall be revised to read as follows:
"...as specified by the ASTM Designation 1557-07 test procedures."
- D. Part 3.05 - Fill and Backfill, Subpart C shall be revised to read as follows
"...compacted by mechanical means to density of not less than 90% or 95% (as indicated on the plans and the geotechnical report) of the maximum density..."

- Item 5. Specifications Section 02513 – Asphaltic Concrete Paving
- A. Part 3.01 – Preparation of Subgrade, Subpart D shall be revised to read as follows:
“...until compaction equal to 95 percent of maximum dry density at optimum moisture content ...”

- Item 6. Specifications Section 02390– Sheet Piling Cofferdam
- A. Part 3.04, Best Management Practices, add Subparts D and E as follows:
- “D. Prior to installing a cofferdam, acoustic equipment, in combination with sweep and block nets shall be used through the section of the river to be dewatered, allowing fish to vacate the area. Other conditions and requirements are part of this work. Refer to the project regulatory permits for all requirements.
- E. The contractor shall check daily for stranded aquatic life as the water level in the dewatering area drips. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas.”

PLANS

- Item 7. Sheet C-101 Site Demolition Plan
- Replace sheet C-101 with the attached revised sheet C-101 dated June 9, 2010.
- Item 8. Sheet C-104 Grading Plan
- Replace sheet C-104 with the attached revised sheet C-104 dated June 9, 2010.
- Item 9. Sheet C-105 Cross Sections
- Replace sheet C-105 with the attached revised sheet C-105 dated June 9, 2010.
- Item 10. Sheet C-107 Pavement Details and Sections
- A. Detail 1 – Curb and Sidewalk Section – Add the following note:
“Disintegrated Granite (DG) shall be four inches in final compacted thickness. Compact the DG in two lifts to 95% relative compaction for each layer. Provide DG with stabilizer to prevent migration of loose material after placement and compaction.”
- B. Detail 3– Curb Detail, Concrete curbs adjacent to the landscaping area shall be deepened to the bottom of adjacent pavement AB section.
- C. Detail 9 – Ramp Fixture Pole Base, add a note to read as follows:

"Note:

Drilled piers should be installed by a qualified contractor with demonstrated experience in this type of foundation. Potentially caving fill and groundwater will be encountered during drilling. Therefore, casing and/or drilling fluid will be required. Concrete placement should start upon completion of the drilling and clean out. Concrete should be placed from the bottom up in a single operation using a tremie and/or a pump pipe. The tremie pipe should be maintained at least 5 feet below the upper surface of the concrete during casting of the piers. The concrete should have a slump between 7 and 9 inches. As the concrete is placed, casing used to stabilize the hole can be withdrawn. The bottom of the casing should be maintained at least 3 feet below the surface of the concrete".

Item 11. Sheet C-109 Launch Ramp Details

- D. Detail 1 – Ramp Section, revise the callout "fill and compact top 12" to 95% relative compaction to read "fill and proof-roll top 12"..."

Item 12. Sheet C-116 Utility Profiles and Details

- A. Detail 7 – Trench Detail, add a note as follows:
"3/4" drain rock" for utility trench back fill between storm drain pipe and Mirafi filter fabric"

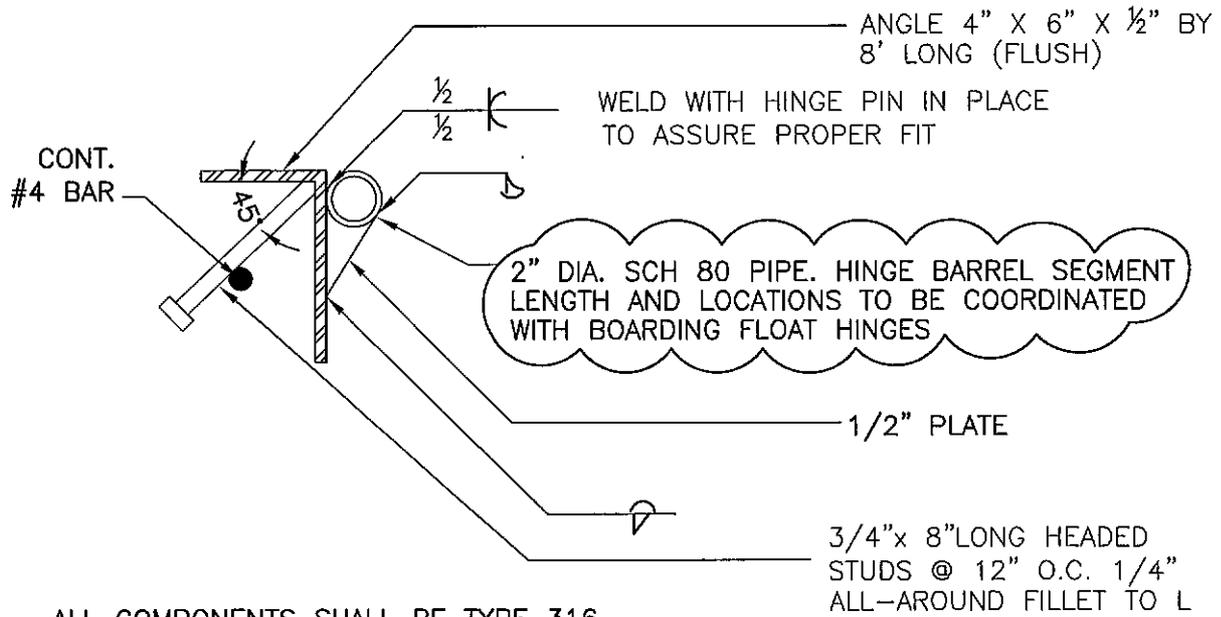
Item 13. Sheet A-102 Restroom Foundation Plan

- A. Detail 1, delete note "14" SQ concrete pile, typ."

Item 14. Revise Abutment Hinged Detail, on Sheet C-109, Detail 5 of the plans per the attached revised detail.

Item 15. Clarification of Boat Launch Ramp Perimeter Pipe Cap Detail on Sheet C-109, Detail 8 of the plan per the attached detail.

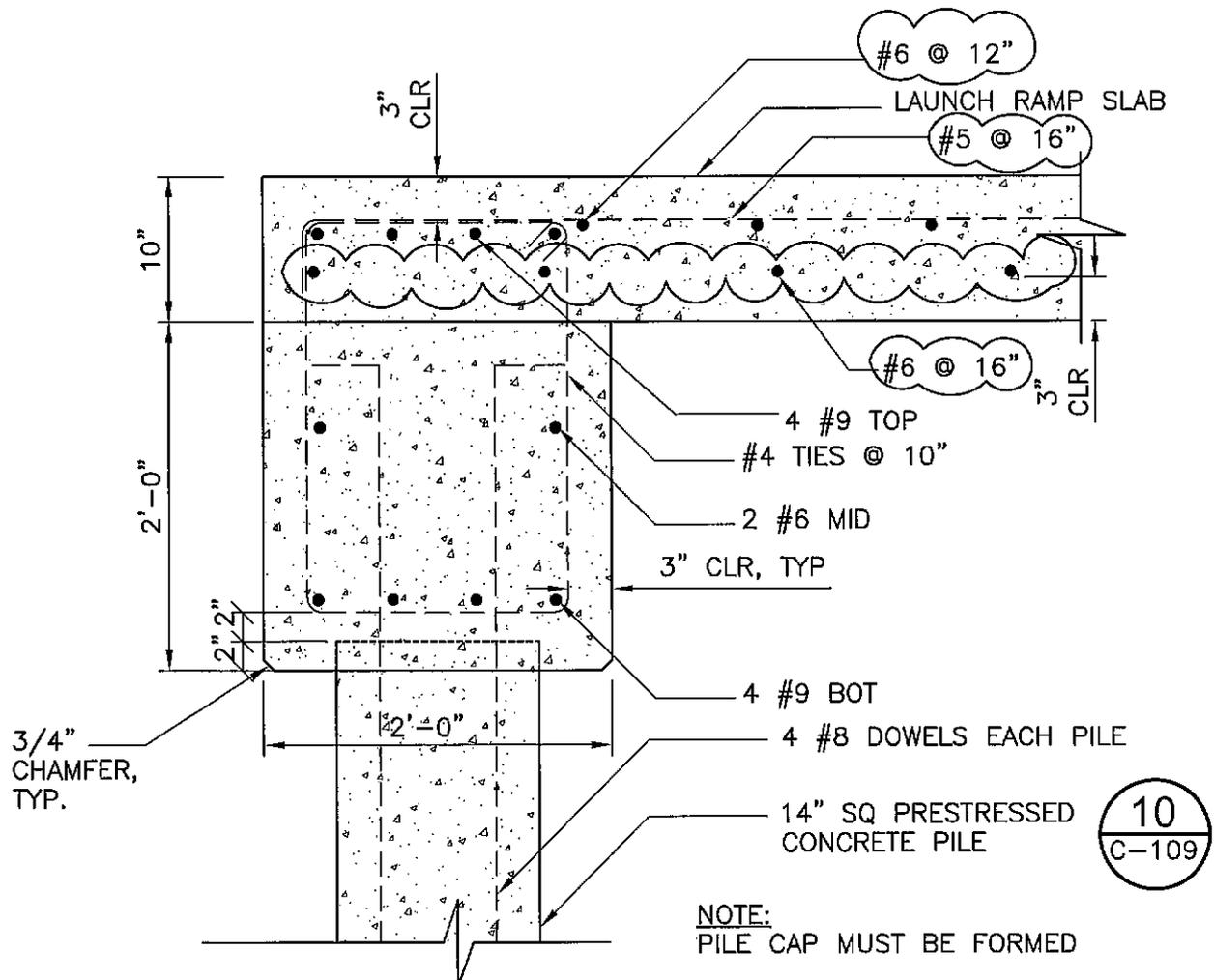
Item 16. Clarification of Boarding Float Detail on Sheet C-108, Detail 3 of the plan per the attached detail.



ALL COMPONENTS SHALL BE TYPE 316 STAINLESS STEEL

5 ABUTMENT HINGE DETAIL
C-109 SCALE: 1-1/2" = 1'-0"

 <p>505 14th Street Suite 1000 Oakland, California 94612 PHONE: 510-835-2761 FAX: 510-835-9839</p> <p>PROJ NO: P501080145 SCALE: AS SHOWN DATE: 06/02/2010 DESIGNED BY: DRAWN BY: SYV CHECKED BY: GPM</p>	SHEET TITLE ABUTMENT HINGE	
	PROJECT ANTIOCH MARINA BOAT LAUNCHING FACILITY	
	ANTIOCH, CALIFORNIA PW 523-16	
	1 OF 3	



8 BOAT LAUNCH RAMP PERIMETER PILE CAP DETAIL
C-109 SCALE: 1" = 1'-0"

TranSystems

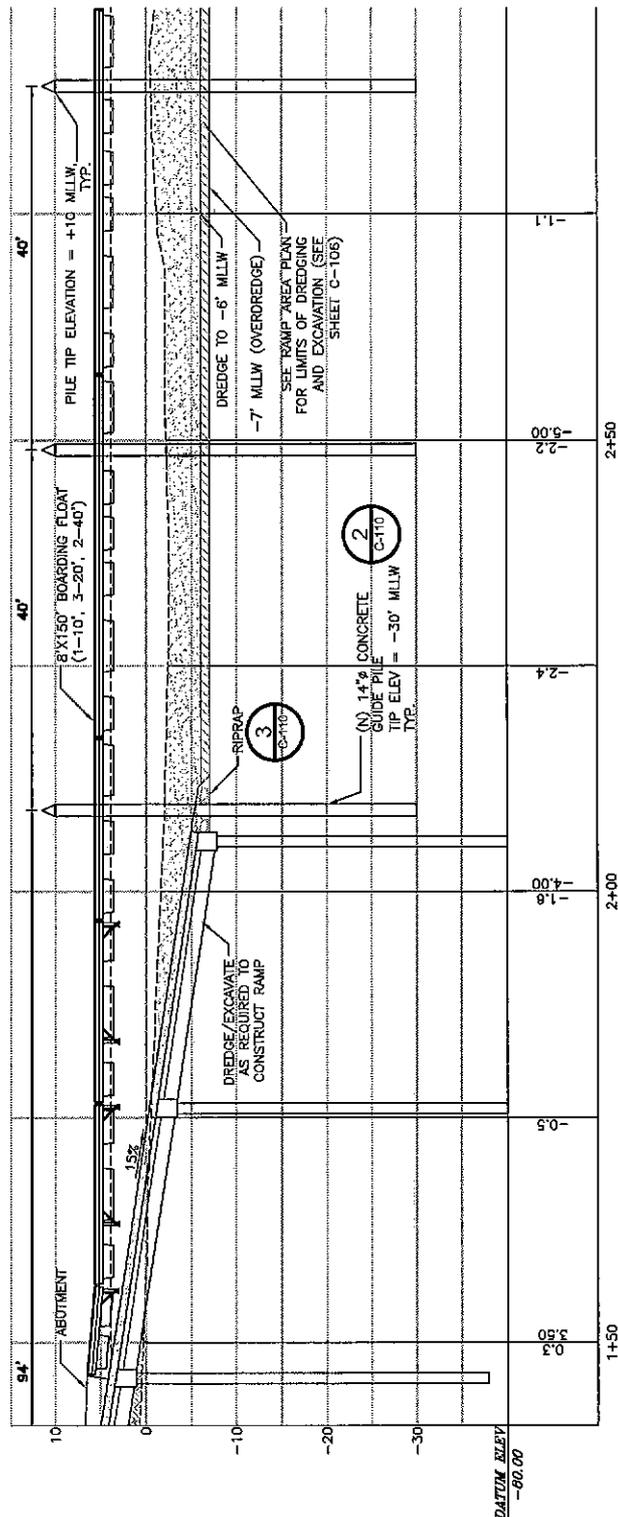
505 14th Street
Suite 1000
Oakland, California 94612
PHONE: 510-835-2761
FAX: 510-835-9839

PROJ NO: P501060145
SCALE: AS SHOWN
DATE: 06/02/2010
DESIGNED BY:
DRAWN BY: SYY
CHECKED BY: GPM

SHEET TITLE
LAUNCH RAMP REINFORCING CLARIFICATION

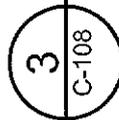
PROJECT
ANTIOCH MARINA BOAT LAUNCHING FACILITY
ANTIOCH, CALIFORNIA
PW 523-16

2 OF 3



3 BOAT LAUNCH RAMP PROFILE (PARTIAL)

SCALE: 1" = 20'



505 14th Street
Suite 1000
Oakland, California 94612
PHONE: 510-835-2761
FAX: 510-835-9839

PROJ NO: P501060145
SCALE: AS SHOWN
DATE: 06/02/2010
DESIGNED BY:
DRAWN BY: SYV
CHECKED BY: GPM

SHEET TITLE
BOARDING FLOAT CLARIFICATION

PROJECT
ANTIOCH MARINA BOAT LAUNCHING FACILITY
ANTIOCH, CALIFORNIA
PW 523-16

3 OF 3

**ADDENDUM NO. 1
SCHEDULE OF BID PRICES**

Item No.	Qty	Unit	Description	Unit Price	Extended Amount
A. Earthwork and Dredging					
1.	1,200 (F)	CY	Site excavation and reuse excavated material for onsite fill (Final Quantity), complete in place for the unit price per cubic yard.....	\$	\$
2.	1,000 (F)	CY	Excavation and off-haul (Final Quantity), complete in place for the unit price per cubic yard.....	\$	\$
3.	17,600	SF	Wet soil subgrade stabilization, including drying, conditioning and off-haul, placing AB and geogrid, complete in place for the unit price per square foot	\$	\$
4.	56,000	SF	Organic mat stabilization, including flattening vegetation, placing AB and geogrid, complete in place for the unit price per square foot.....	\$	\$
5.	500 (F)	CY	Excavation at riprap toe trench including drying, conditioning and off-haul (Final Quantity), complete in place for the unit price per cubic yard.....	\$	\$
6.	2,650 (F)	CY	Dredging, drying, conditioning and off haul (Final Quantity), complete in place for the unit price per cubic yard.....	\$	\$
7.	2,900 (F)	CY	Place Rip rap, including fabric (Final Quantity), complete in place for the unit price per cubic yard.....	\$	\$
8.	1	LS	Install, supply, maintain and removal of Cofferdam as specified on the plans, complete in place for the lump sum price.....		
Subtotal Earthwork and Dredging:				\$	\$
B. Demolition					
1.	1	LS	Demolition, clear and grub and disposal of existing site items and vegetation as shown on the demolition plan, complete in place for the lump sum price	\$	\$
Subtotal Demolition:				\$	\$
C. Parking Lot					
1.	950	LF	Install Concrete Curb, complete in place for the unit price per linear foot.....	\$	\$
2.	1,050	LF	Install Concrete Curb / Cut Off wall, complete in place for the unit price per linear foot.....	\$	\$
3.	1,300	SF	Install Concrete Sidewalk, including ADA ramps, complete in place for the unit price per square foot.....	\$	\$
4.	2,200	SF	Disintegrated granite path, complete in place for the unit price per square foot.....		
5.	121,000	SF	Install AC Pavement section (4" AC over 12" AB), complete in place for the unit price per square foot.....	\$	\$
6.	230	SF	Install Concrete Driveway Entrance, complete in place for the unit price per square foot.....	\$	\$

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SCHEDULE OF BID PRICES**

Item No.	Qty	Unit	Description	Unit Price	Extended Amount
7.	5,880	SF	Install Concrete Launch Ramp Apron, complete in place for the unit price per square foot.....	\$	\$
Subtotal Parking Lot:				\$	\$
D. Restroom					
1.	1	LS	Install Concrete Foundation , complete in place for the lump sum price.....	\$	\$
2.	1	LS	Install Prefabricated Restroom, including precast slab, fixtures, accessories and utilities, complete in place for the lump sum price.....	\$	\$
Subtotal Restroom:				\$	\$
E. Launch Ramp					
1.	9	EA	Install Concrete Guide Pile (14" Round), complete in place for the unit price per each.....	\$	\$
2.	24	EA	Install Concrete Support Piling (14" SQ), complete in place for the unit price per each.....	\$	\$
3.	7,700	SF	Install Concrete Launch Ramp (Cast-In-Place, including Beams and rock), complete in place for the unit price per square foot.....	\$	\$
4.	3	EA	Install Concrete Boarding Float Abutment, complete in place for the unit price per each.....	\$	\$
5.	3,600	SF	Install Boarding Float, complete in place for the unit price per square foot...	\$	\$
Subtotal Launch Ramp:				\$	\$
F. Utilities					
1.	3	EA	Install Catch Basin with Fossil Filter, complete in place for the unit price per each.....	\$	\$
2.	340	LF	Install Storm Drain Pipe (12"), complete in place for the unit price per linear foot.....	\$	\$
3.	173	LF	Install Storm Drain Pipe (15"), complete in place for the unit price per linear foot.....	\$	\$
4.	1	EA	Install Storm Drain Manhole, complete in place for the unit price per each...	\$	\$
5.	79	LF	4" Sewer Lateral, complete in place for the unit price per linear foot.....	\$	\$
6.	1	EA	Install Sanitary Sewer Manhole, complete in place for the unit price per each	\$	\$
7.	1	LS	Install 2" Portable Water Lateral, including all fittings and valves, complete in place for the lump sum price.....	\$	\$
Subtotal Utilities:				\$	\$

Title: Marina Boat Launch Facility
in Antioch, CA (P.W. 523-16)

Bids to be received by 2:00 p.m.
June 15, 2010, Office of the City Clerk,
City Hall, Antioch, CA

ADDENDUM NO. 1
SCHEDULE OF BID PRICES

Item No.	Qty	Unit	Description	Unit Price	Extended Amount
G. Electrical Lighting System					
1.	1	LS	Provide and install Electrical Service, complete in place for lump sum price..	\$	\$
2.	25	EA	Install Parking Lot Lighting (including Pole Foundation), complete in place for the unit price per each.....	\$	\$
3.	2	EA	Install Ramp Lighting (including Pole Foundation), complete in place for the unit price per each.....	\$	\$
Subtotal Electrical Lighting:				\$	\$
H. Miscellaneous Items					
1.	1	LS	Mobilization and demobilization, complete in place for the lump sum price.....		
2.	1	LS	Install Traffic Signage, Striping and Wheel Stops, complete in place for the lump sum price.....	\$	\$
3.	1	EA	Install Project Sign, complete in place for the unit price per each.....	\$	\$
Subtotal Miscellaneous:				\$	\$

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in Antioch, CA (P.W. 523-16)

Bids to be received by 2:00 p.m.
June 15, 2010, Office of the City Clerk,
City Hall, Antioch, CA

ADDENDUM NO. 1
SCHEDULE OF BID PRICES

DESCRIPTION	Extended Amount
BID SUMMARY	
A. Earthwork and Dredging:	\$
B. Demolition:	\$
C. Parking Lot:	\$
D. Restroom:	\$
E. Launch Ramp:	\$
F. Utilities:	\$
G. Electrical Lighting System:	\$
H. Miscellaneous Items:	\$
TOTAL BASE BID:	\$ _____

GRAND AMOUNT: _____
(Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

All Bid Items marked as "Final Quantity" or "F" shall be final pay quantities in accordance with Section 9-1.015 of the Standard Specifications.

Signature of Bidder

Company Name Printed

CALIFORNIA DEPARTMENT OF FISH AND GAME
BAY DELTA REGION
POST OFFICE BOX 47
YOUNTVILLE, CALIFORNIA 94599
(707) 944-5520
WWW.DFG.CA.GOV



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2007-0486-R3
San Joaquin River

MR. PHILIP L. HARRINGTON
CITY OF ANTIOCH
ANTIOCH MARINA BOAT LAUNCH FACILITY PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and The City of Antioch (Permittee) as represented by Mr. Philip L. Harrington.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on October 22, 2007 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located at the San Joaquin River, in the County of Contra Costa, State of California; Latitude 38 degrees, 01' 05" N, Longitude 121 degrees 48' 57", Section 18, Township T2N, Range R1E, U.S. Geological Survey (USGS) map Antioch North; Assessors Parcel Number 066-010-006.

PROJECT DESCRIPTION

The project is limited to installation of a boat launch ramp with three boarding floats which will allow four lanes of launch access to the San Joaquin River. Each access lane will be 15 feet wide. The boat ramp will be approximately 100 feet long and 84 feet wide and would also include a 70-foot by 70-foot maneuvering area at the top of the ramp. The new concrete boat ramp will be installed by poured-in-place methods. Temporary construction forms made of wood and/or steel will be placed on the site and concrete will be poured into the forms. Twenty four 14" x 80' concrete pilings will be installed to provide support for the ramp and to protect the ramp against land subsidence. To protect the boat ramp and project site from erosion, approximately 2,500 cubic yards of rock riprap will be installed along the shoreline and river end of the ramp. Each of the three boarding floats will be approximately 150 feet long by 8 feet wide. The boarding floats will be constructed off-site and delivered to the project site. Each of the boarding floats will be connected to the ramp by a concrete abutment. The abutment will be approximately 20 feet long, 8 feet wide and a maximum of 29-1/2 inches above the adjacent ramp surface. Three 14" x 30' concrete pilings per boarding float will be installed to provide lateral support for each. These pilings will have a top elevation of approximately 12 feet Mean Lower Low Water once driven.

Installation of the new boat ramp and boarding floats will entail use of a cofferdam and dewatering of a portion of the San Joaquin River to isolate the immediate work area. The cofferdam will be six-sided (the seventh side would be the bank of the San Joaquin River). It will be no longer than 600 feet, constructed with steel batter piles driven at an angle to support the forces of the river on the cofferdam. All of the ramp construction activities would be confined to inside the cofferdam.

The sheet piling will be interlocking steel, and will be driven into the San Joaquin River using a barge-supported, crane-mounted vibratory pile driving hammer unless, soil conditions dictate the use of a larger pile driving hammer. Steel walers (horizontal reinforcing beams) on the inside of the cofferdam and batter piling will be installed to support the cofferdam. Once the cofferdam has been installed, the immediate work area will be dewatered. Electric pumps powered by a diesel generator, will be used for dewatering during construction. Water will be pumped from the site into a "baker" or similar tank and disposed of in accordance with applicable state and/or local regulations.

Approximately 500 cubic yards of material will be excavated behind the cofferdam to install the boat launch ramp. The excavated materials will be conditioned (dried to 50% moisture content) onsite and hauled from the construction site by truck to the Keller Canyon Landfill in the City of Pittsburg, a regulated upland disposal site. Approximately 1,300 cubic yards of material will be dredged from the San Joaquin River to allow for proper river bottom elevation just beyond the boat launch ramp. Crane-mounted clam shovel dredge equipment will be situated on a barge within the San Joaquin River and

will dredge approximately 0.34 acres outside of the confines of the cofferdam. The dredged material will be transferred to the landside project work site by the crane mounted clam shovel then dewatered to 50% moisture content, and then off-hauled from the project site. Dredged material will be disposed of at the Keller Canyon disposal site. A "baker" or similar tank or other appropriate method will be used to contain excess water from the dredged material dewatering and conditioning operation before the dredged material leaves the project site.

Dredging Activities and BMP's: The contractor will utilize the following methods to accomplish the dredging activities: (1) Turbidity curtains (Silt curtains) and debris booms will be installed around each dredging location to prevent suspended sediments and floating debris from dispersing. The turbidity curtains will be placed to control the turbidity as, (2) In-water work will begin each work day at as low a tide condition as is practical to complete the work in the shortest amount of time; (3) Dredge equipment will be mounted on floating barges that will be anchored in the mud with standard hydraulically pushed steel pipe-like "spuds"; and (4) Approximately 1,300 cubic yards of material will be dredged over a period of 20 days.

The City of Antioch proposes to construct a parking lot to support the new boat launching facilities. The parking lot will cover an area of approximately 2.9 acres (130,000 square feet) and will provide for approximately 82 trailer parking spaces and 52 automobile parking spaces within the parking lot.

Restroom facilities will be constructed at the northwesterly side of the proposed parking lot. The restroom facilities will be housed in a building approximately 34 feet long, 20 feet wide (680 square feet), and 12 feet high. The building's exterior will be constructed of concrete, masonry, and wood, or similar building materials. Access to the restroom facilities will require installation of a concrete pedestrian path from the parking lot to the restroom facilities. The restroom will be supported on driven pre-cast concrete pilings for structural support of the building.

The proposed parking area for the launch ramp facility will be made of impermeable asphalt, concrete or similar pavement material. The new pavement will drain into three catch basins two feet by three feet in size (six square feet). Each catch basin will be fitted with fossil filters or sand/oil separators to allow onsite treatment of storm water before it is discharged into the surrounding waters through the existing storm drain outfall pipe. The storm water catch basins or sand/oil separators will be located at low points within the new parking lot paving area, and will be connected by underground storm water pipe to the existing storm drain system in the adjacent existing Marina parking lot. The storm drainage system discharge point will be the existing storm drain outfall in the slough adjacent to the proposed parking lot. Slope banks at the perimeter of the parking lot facility will be graded and constructed to provide structural support to the parking lot, boat launching ramp and other project elements, and will be protected

with rock slope protection as necessary to provide long term service without significant erosion.

Approximately 45 commercial lighting fixtures will be installed on approximately 25 poles for safety purposes within the parking lot and boat launch ramp areas in accordance with the City of Antioch standards for parking lots, and the Department of Boating and Waterways guidelines for the boat launch ramp area.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Delta smelt (*Hypomesus transpacificus*), longfin smelt (*Spirinchus thaleichthys*), and other native aquatic species could be adversely affected by construction of the boat dock facility. The project could also impact terrestrial species including but not limited to Suisun song sparrow (*Melospiza melodia maxillaries*), Salt marsh common yellowthroat (*Geothlypis trichas sinuosa*), White-tailed kite (*Elanus leucurus*), Western Pond Turtle (*Emmys marmorata*), and Giant garter snake (*Thamnophis gigas*). The project has been modified to avoid impacts to the greatest extent possible and where impacts cannot be avoided specific mitigation and monitoring measures will be implemented as described in the Negative Declaration Addendum date July 2007 and September 2007.

The adverse effects the project could have on the fish or wildlife resources identified above include: permanent loss of natural bed and bank, increase of bank erosion during construction, loss of natural bed substrate, direct impacts from dredging on benthic organisms, hydroacoustic impacts to fish by pile driving, disturbance to wildlife from project activities, and dewatering.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work within the stream/riparian corridor shall be confined to the period of August 1 to November 30. Revegetation work is not confined to this time period but must be completed within a year after project completion. No dredging shall be performed above X2 from December 1 to July 1 to protect fish eggs and larvae.
- 2.2 If the Permittee needs more time to complete the authorized activity, the work period may be extended on a day-to-day basis by Andrea Boertien at aboertien@dfg.ca.gov, (209) 942-6070 or the Yountville office at (707) 944-5520.
- 2.3 To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 2.4 In the event that the project scope, nature, or environmental impact is altered by the imposition of subsequent permit conditions by any local, state or federal regulatory authority, the Permittee shall notify

the Department of any imposed project modifications that interfere with compliance to Department conditions.

- 2.5 A copy of this agreement must be provided to the Contractor and all subcontractors who work within the stream zone and must be in their possession at the work site. It is the responsibility of the Permittee and Contractor to assure that all employees are familiar with and understand the conditions of this Agreement.
- 2.6 The Permittee shall conduct an employee orientation program for all persons who will work on-site during construction, landscape, and maintenance activities. The program shall consist of a brief presentation from a Department-approved Biological Monitor about the biology of the species listed in this Agreement, their habitat needs, and their status under the California Endangered Species Act and Department of Fish and Game Species of Special Concern designation.
- 2.7 The Permittee is required to comply with all applicable state and federal laws, including the California and Federal Endangered Species Acts. This agreement does not authorize the take of any state or federally listed species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the agreement.
- 2.8 All work, species monitoring and mitigation shall be done according to the Notification received by DFG, as well as the Mitigated Negative Declaration dated July 2007 and September 2007 unless otherwise noted in this Agreement. The Permittee shall notify the Department of any modifications made to the plans submitted to the Department. Modifications to the project description may require an Amendment to this Agreement.
- 2.9 A DFG approved biologist shall be present during installation of the cofferdam and dewatering activities. The biologist shall be present to capture and relocate fish that may become stranded behind the cofferdam. During the operation of the cofferdam, the biologist shall monitor the cofferdam daily to ensure that no fish are able to enter the dewatered area during construction.

2.10 The Permittee shall conduct a fish rescue operation prior to final dewatering of the area between the cofferdams as follows:

- a) Prior to installing a cofferdam, acoustic equipment, in combination with sweep and block nets, will be used through the section of the river to be dewatered, allowing fish to vacate the area.
- b) Prior to dewatering the cofferdams, remaining fish not swept out of the work area will be rescued. Efforts will be made to reduce collecting and handling stress, minimize the time that fish are held in buckets, and minimize handling stress during processing and release. Fish will be captured using a system of block nets. Fish collection efforts will continue in the area until multiple pass collections document substantial depletion of captured fish. Immediately after collection, fish will be placed in aerated 5-gallon buckets and/or coolers filled with river water, identified measured, and counted. Rescued fish will be released 100 feet downstream of the coffer dam, or other location as approved by NMFS, USFWS, and DFG, as soon as possible after processing. Chemical additives may be added to holding buckets to reduce potential bacterial infection and to lower stress in aquatic species during rescue efforts.
 1. No employee or contractor shall remove any fish, dead or alive, from the site for personal use. All efforts to reduce the time that live fish are out of the water will be made so as to reduce the chances of incidental take during the fish rescue. All fish are to be promptly returned to the water with the exception of any dead Chinook salmon, steelhead, or delta smelt.
 2. Chinook salmon, steelhead, longfin smelt and delta smelt will be processed first and released as soon as possible. Up to 50 individuals each of Chinook salmon, steelhead, longfin smelt and delta smelt and up to 30 individuals of all other captured species will be measured for fork length and recorded. Individuals exceeding 50 or 30, respectively, will be "plus counted." Species name and length data will be recorded on data sheets, as well as time, date, location, gear type, water temperature, and any other pertinent observations of the fish.
 3. If sacrificed or dead fish cannot be positively identified in the field, the fish will be bagged, labeled, and brought to USFWS or DFG laboratories for positive identification. Bagged fish will be kept as cold as possible. If identification will not occur on the same day as capture, the fish will be placed in a freezer. Each

bag shall have a waterproof paper tag with date, time, and location caught.

4. During the fish rescue, there is potential for fish mortality. If any special status species suffers mortality, the individuals will be preserved via freezing or placing in a container with 10 percent formalin solution. Information on time and exact location of any incidental take, method of take, length of time from death to preservation, water temperature, and any other relevant information will be recorded in writing.
 5. After the fish rescue effort is completed, dewatering of the area will continue. The fish rescue biologist will provide a worker education program in the event that additional fish may remain within the dewatering area. The fish rescue biologist will return to the site to rescue additional fish if the workers observe them within the dewatering area.
 6. If any turtles are captured during fish rescue, they will be relocated to the fish release site(s). Turtles will not be placed in buckets with chemical additives.
- c) The Permittee/Contractor shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any state or federally listed species, or state listed species of special concern.
- 2.11 Within 48 hours prior to construction, a qualified biologist hired by the Permittee, will survey the area at the appropriate time of day for presence of the western pond turtle, *Clemmys marmorata*. If any individuals are found, the biologist shall contact the Department of Fish and Game at (707) 944-5520 to incorporate protection measures into the project.
- 2.12 Vegetation removal shall not occur from August 1 to August 15 to avoid impacts to nesting birds.

- 2.13 The site in this Agreement has been identified to contain or be near special status plant habitat. Plant surveys shall be conducted by a DFG approved biologist following "Protocols for Surveying and Evaluating Impacts to Special Status Plant Populations and Natural Communities". A report containing site locations shall be provided to the Department prior to construction by fax to (707) 944-5595.
- 2.14 If special status plants are found at the site, the Permittee shall have a DFG approved biologist on-site daily during clearing of vegetation to ensure no impacts occur to the adjacent special status plant habitat.
- 2.15 No phase of the project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of precipitation if that construction phase may cause the introduction of sediments into the stream. After any storm event, the Permittee shall inspect all sites currently under construction and all sites scheduled to begin construction within the next 72 hours for erosion and sedimentation problems and take corrective action as needed. Seventy-two-hour weather forecasts from the National Weather Service shall be consulted prior to start up of any phase of the project that may result in sediment runoff to the stream, and construction plans made to meet this condition.
- 2.16 Disturbed areas shall be protected with correctly installed erosion control measures (jute, straw, coconut fiber erosion control fabric, coir logs, straw), and revegetated with propagules (seeds, cuttings, divisions) of locally collected native plants. Erosion control blankets with monofilament shall not be used.
- 2.17 All invasive species within the area of operations shall be removed and areas denuded of vegetation shall be replanted with native tree and shrub species. Material shall be collected from local native species to the greatest extent possible. Appropriate native plants and spacing can be found in the "California Salmonid Stream Habitat Restoration Manual." Planting techniques can include seed casting, hydroseeding, or live planting methods using the techniques in Part XI of the Manual. The most current version of the manual is available at: <http://www.dfg.ca.gov/habitats>.

- 2.18 To ensure a successful revegetation effort, all plantings shall be monitored and maintained, including irrigation, as necessary for five years. All plantings shall have a minimum of 80% success at the end of 5 years. If the survival and/or cover requirements are not meeting these goals, the Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.
- 2.19 Building materials and/or construction equipment shall not be stockpiled or stored where they could be washed into the water or where they will cover aquatic or riparian vegetation.
- 2.20 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, wildlife, or riparian habitat.
- 2.21 Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans.
- 2.22 Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous 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 or lake, by Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately.
- 2.23 Poured concrete shall be excluded from the wetted channel for a period of 30 days after it is poured. During that time the poured concrete shall be kept moist, and runoff from the concrete shall not be allowed to enter a live stream. Commercial sealants (e.g. Deep Seal, Elasto-Deck BT Reservoir Grade) may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry.

- 2.24 A sheet pile cofferdam driven by vibration shall be used for the entire project area to minimize sound pressure levels during all in-water work. If this is not possible, then a bubble curtain plan and a hydro acoustic monitoring plan are to be submitted to the Department for approval prior to construction.
- 2.25 All pile driving will occur within the cofferdam dewatered area to attenuate the potential sound pressure (dB). Pile driving will not exceed noise levels of 150 dB at 10 meters.
- 2.26 Fish screens with woven wire screens with openings no wider than 3/32 inches will be used during dewatering behind the cofferdam.
- 2.27 The cofferdam will be monitored daily for leaks or tears that have the potential to entrain fish and strand them within the dewatered area. All leaks or tears will be repaired immediately.
- 2.28 No creosote treated wood shall be used.
- 2.29 Each native riparian tree greater than 4 inches DBH that is removed or damaged, shall be replaced with native trees in a riparian area at a minimum 3:1 ratio. For each non-native riparian tree that is removed or damaged, trees shall be replaced with native riparian trees at a minimum 1:1 ratio.
- 2.30 The Permittee is liable for compliance with the terms of this Agreement, including violations committed by the contractors and/or subcontractors. The Department reserves the right to suspend construction activity described in this Agreement if the Department determines any of the following has occurred:
- A). Failure to comply with any of the conditions of this Agreement
 - B). Information provided in support of the Agreement is determined by the Department to be inaccurate.
 - C). Information becomes available to the Department that was not known when preparing the original conditions of this Agreement (including, but not limited to, the occurrence of State or federally listed species in the area

or risk to resources not previously observed)

D).The project as described in the Agreement has changed or conditions affecting fish and wildlife resources change.

2.31 Any violation of the terms of this Agreement may result in the project being stopped, a citation being issued, or charges being filed with the District Attorney. Contractors and subcontractors may also be liable for violating the conditions of this agreement.

3. Compensatory Measures

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

- 3.1 To offset impacts to riparian wetland systems, the Permittee shall submit to the Department a mitigation plan, which shall mitigate impacts for loss of habitat at a 3:1 ratio for the square footage of bank impacted by the rip rap structures, parking lot and boat ramp structure. The mitigation area must be as close as possible to the work site, within the same drainage. The plan and location of the mitigation must be approved in writing by the Department prior to work beginning. Work on the waterway shall not begin until the Department has approved the off site mitigation location and plan.
- 3.2 The Permittee shall submit a Mitigation and Monitoring Plan (Plan) to the Department prior to construction. The Plan shall include but is not limited to: (1) objectives and goals; (2) location, size and type of mitigation proposed; (3) assessment of affected habitat; (4) performance and monitoring standards that indicate success criteria to be met within 5 years for vegetation, animal use, removal of exotic species, and hydrology & adaptive management standards to ensure success criteria are met; and (6) documentation of long-term management and maintenance requirements and provisions for sufficient funding.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 In reference to Condition 10 in Section 2, after completing the fish rescue, a brief documentation report will be prepared. The report will

include information on the personnel conducting the fish rescue, methods used, numbers of each species collected and relocated, length data, and estimate of the survival of fish immediately after release. Photographs of the site and rescue operations will be included. Any incidental take of special status species will be documented. The report will be provided by the City of Antioch to NMFS, USFWS, and the Department within 30 days of completing the fish rescue.

- 4.2 In reference to Condition 11 in Section 2, the results of the western pond turtle survey will be sent to the Department within one week of survey completion to:

Streambed Alteration Notification: 1600-2007-0486-3
California Department of Fish and Game, Bay-Delta Region
Post Office Box 47
Yountville, CA 94599

- 4.3 Prior to commencement of work within the stream zone, the Permittee shall photograph the project site. Upon completion of work activities, the Permittee shall photograph the project site at designated photo stations. Labeled copies of photographs shall be sent to the Department of Fish and Game within 5 days of completion of the project. Notification shall be sent to the Department at P.O. Box 47, Yountville, CA 94599. Refer to Notification 1600-2007-0486-3 when notifying the Department.

CONTACT INFORMATION

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

To Permittee:

Philip L. Harrington
City of Antioch
200 H Street
PO Box 5007
Antioch, CA 94531-5007
(925) 779-7050
pharrington@ci.antioch.ca.us

To DFG:

Department of Fish and Game
Bay Delta Region
PO Box 47
Yountville, CA 94599
Attn: Lake and Streambed Alteration Program – Andrea Boertien
Notification #1600-2007-0486-R3
(707) 944-5500
aboertien@dfg.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

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

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

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

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2013, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

- A.** Exhibit A. Mitigated Negative Declaration dated July 2007
- B.** Exhibit B. Mitigated Negative Declaration dated September 2007

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

FOR CITY OF ANTIOCH

Philip L. Harrington
Capital Improvements Director

Date

FOR DEPARTMENT OF FISH AND GAME

Scott Wilson
Environmental Program Manager

Date

Prepared by: Andrea Boertien
Environmental Scientist