

Permit No. 715113

Temporary Construction and Encroachment Permit
(Contra Costa Water District & USBR Property)

Permit is not valid without all pages attached.

Permittee Name: Contra Costa County Public Works Department

Address: 255 Glacier Drive, Martinez, CA 94553

Office Phone: _____ Cell Phone: _____ Email: _____

Others who may also use this permit under the Permittee's direction and control:

Permittee's employees and Permittee's contractors. All contractors must provide certificates of insurance and additional insured Endorsements naming Contra Costa Water District and the United States Bureau of Reclamation as Additional Insured.

Permit Period: 9/20/16 to 12/31/17 Permittee's 24/7 contact person/number: _____

Portion of the District or Reclamation Property Permitted:

See Exhibit "A" attached hereto, being a portion of the Contra Costa Canal near Canal Milepost 20.26.

Purpose for Use: Ingress, Egress, Construction Activities and Staging for the Canal Road Bridge Replacement Project.

Project will include replacement of vehicle bridge and permanent removal of existing pedestrian bridge.

Project/Event Account Number: 71511311

Administrative Deposit Balance: \$ 1,220.34 as of 9/2/2016

Security Deposit Balance: \$ 5,000.00* as of *Security deposit is due before entering the property & starting project activities.

Land Use Fees for the staging areas shown on Exhibit "A" have been waived by the United States Bureau of Reclamation.

PERMIT TERMS AND CONDITIONS:

This permit is subject to all of the following:

- 1.) All of the Permit Terms and Conditions set forth on Page two (2) of this permit.
- 2.) All terms and conditions set forth in the Application for Entry and Use of Property.
- 3.) Compliance with all rules and regulations of Contra Costa Water District and local, state, and federal regulatory agencies.
- 4.) Permittee must call USA North "811" at 1-800-227-2600 before any excavation. Permittee is required to remove all locate markings from the property to the District's satisfaction.
- 5.) All of the Permit Terms and Conditions set forth on Exhibits "B" and "C" of this permit.

PERMITTEE

CONTRA COSTA WATER DISTRICT

The undersigned Permittee hereby agrees to abide by all of the Permit Terms and Conditions.

Permission to enter granted by:

Permittee (signature): _____

Printed Name: _____

Title: _____

Date: _____

Dino Angelosante

Real Property Agent

Date: _____

Contra Costa Water District
Real Property Division
2411 Bisso Lane - P.O. Box H2O
Concord, CA 94524-2099
925-688-8076 or 925-688-8162
www.ccwater.com

PERMIT TERMS AND CONDITIONS

THIS CONSTRUCTION PERMIT FOR USE OF A PORTION OF DISTRICT OR RECLAMATION PROPERTY IS LIMITED TO THE TIME PERIOD SET FORTH HEREIN AND IS SUBJECT TO EACH OF THE FOLLOWING TERMS AND CONDITIONS:

1. At least 48 hours before starting work, permittee shall telephone the Contra Costa Water District ("District") Real Property Department: at 925-688-8076 or 925-688-8162 and inform the District when and where work will commence. Work performed without District pre-construction inspection may, at the sole discretion of the District or the United States of America ("Reclamation") be ordered removed or re-performed with District inspection at the sole cost of the Permittee. Note: Permittee may use the property of District and/or Reclamation (the Property) only on Monday – Friday between 8am and 5pm unless otherwise authorized by the District.
2. This permit shall be revoked if Permittee neglects to fully comply with each of these terms and conditions. Additionally, the District reserves the right, at its sole discretion, to suspend, terminate, or revoke this permit at any time.
3. Permittee acknowledges that Permittee's use of the Property is subordinate to its prior and paramount use as a conservation property, watershed, water supply, water storage and distribution facility. Permittee will not cause or allow any interference with the use of said Property for the supply and distribution of water or with any activity of the District on the Property/right-of-way.
4. Permittee shall not cause or allow any damage to the Property or any facilities, or biological, cultural, historical, or natural resources located on the Property. Permittee shall not conduct any construction activities on the Property.
5. Permittee will not park vehicles, erect any structures, deposit or stockpile any materials, soil, spoil, waste or other materials on the Property unless specific approval is granted by the District.
6. Permittee shall not use any wood bridges on the Property. Permittee shall not enter into any restricted areas or other areas that are not open to the public, unless specific approval is granted by the District.
7. Any damage to the Property or the facilities, or biological, cultural, historical, or natural resources on the Property resulting from the activities for which this permit is obtained shall be repaired at the expense of the Permittee within 30 calendar days. The District will determine whether these repairs will be made by the District, in which case, the Permittee shall reimburse the District for its costs, including overhead, thereby incurred, or by the Permittee, in which case, the repairs shall be performed in accordance with the plans and specifications of the District and to the satisfaction of the District within 30 calendar days.
8. The Permittee shall be liable for, and shall indemnify and hold the District, directors, employees, agents, associates, students, event attendees, or other persons acting under or in connection with this permit, harmless from any and all liability or claims therefor, for injury or death of any person or damage to or loss of property, or any other loss, damage or expense, arising from the activities for which this permit is obtained, including, to the extent permitted by law, such liability or claims that arise from the sole negligence of Reclamation or the District.
9. Throughout the period of the permit activities for which this permit is obtained, Permittee or its contractor shall maintain in force policies of liability and automobile insurance, providing coverage for the indemnity obligations described in the preceding paragraph, with a minimum of a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage. These policies shall name the District and Reclamation and their respective directors, employees, and agents of either as additional insured and shall provide that the coverage afforded under the policies shall not be canceled or reduced without 30 days prior notice to District. Also, a Workers' Compensation Certificate shall be provided. Before commencing activities for which this permit is obtained, Permittee shall provide the District with a legible copy of a certificate of insurance and upon request, a policy endorsement, evidencing such coverage. Permittee shall also provide a copy of workers' compensation certificate.
10. If, during the exercise of the privileges conferred by this permit, a situation develops which, in the opinion of the Permittee, threatens the safety of persons or property of the District or others, or the Property, or other facilities within the Property, the Permittee will take immediate action to eliminate said threat. In the event that the Permittee does not do so immediately, the District reserves the right, after notifying the Permittee, to take such action as it may in its sole discretion deem necessary to eliminate said threat and the Permittee will, upon receipt of an itemized statement, reimburse the District for all costs, including overhead, incurred by it in connection with said action within 30 calendar days.
11. This permit is for the sole use of the Permittee and the Permittee's employees, agents, associates, students, event attendees, and contractors, and may not be transferred or assigned. Any attempt to transfer or assign this permit shall automatically revoke this permit.
12. A clean and legible copy of this permit shall be available for review at the project or event site on the Property at all times during such use.
13. U.S. Coast Guard-approved life jackets or buoyant work vests will be required if working near, next to, or within canals or other waterways. The Permittee shall be solely responsible for providing its employees, agents, associates, students, event attendees, and contractors with life jackets or buoyant work vests. Extreme caution shall be exercised at all times to prevent people and equipment from falling into ponds, reservoirs, or other bodies of water. See OSHA §1926.106, "Working Over or Near Water."
14. The Permittee shall comply with all applicable Federal, State and local laws and regulations and all District policies, regulations and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in Property, water or facilities owned by the Contra Costa Water District or the United States Bureau of Reclamation.
15. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
16. The Permittee may not allow contamination of Property, water or facilities owned, managed, or administered by the Contra Costa Water District by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.
17. The Permittee shall report to Contra Costa Water District, within 24 hours of its occurrence, any event that may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the District.
18. In addition to and without limiting in any way the consequences set forth in paragraph 2 of these terms and conditions, violation of any of the provisions contained in paragraphs 14 through 17 of these terms and conditions shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any property, right of way, resources, or facilities, whether owned by the United States of America or the District, that are adversely affected as a result of the violation.
19. The Permittee agrees to include the provisions contained in paragraphs 14 through 18 of these terms and conditions in any subcontract or third party contract it may enter into pursuant to this permit.
20. Permittee agrees to provide District with project and/or event reports as requested, and as set forth in the Application for Entry and Use of Property.
21. Permittee agrees to comply with District Code of Regulations, District guidelines, and all local, state and federal rules, regulations and laws. Permittee agrees to not harm, disturb, or jeopardize any of the biological, cultural, historical, or natural resources located on District property. The Permittee is responsible for the actions of its employees, contractors, family members and anyone under their direction for their respective compliance with the permit conditions and provisions of District ordinances.
22. Where the District or the United States Bureau of Reclamation do not own access rights in fee title, Permittee shall be solely responsible for obtaining any and all rights required for Permittee to obtain access to the Property.

Exhibit B

1. Permittee is responsible for public safety and keeping the trails, canal, and canal property in safe and secure conditions at all times.
2. Permittee must keep the canal and the canal property fenced and secured at all times when not performing construction work. The canal and the canal property must not be left unsecured at the end of the work day, or during breaks.
3. Permittee must install vehicle access gates for Contra Costa Water District access and Permittee must ensure that Contra Costa Water District's locks remains on all gates at all times.
4. All persons working within the canal liner fencing must use appropriate personal floatation devices.
5. Permittee must protect the canal and must not allow any persons, materials, or debris of any kind into the canal.
6. Prior to the expiration of this permit, the Permittee must restore the canal property to the satisfaction of Contra Costa Water District and the United States Bureau of Reclamation.
7. Permittee must follow appropriate safety plans, and all other applicable safety plans, requirements, regulations, laws and guidelines.
8. Contra Costa Water District and the United States Bureau of Reclamation must have unimpeded access to and from the canal and the canal property at all times.
9. Immediately upon demand, Permittee and its contractors must rearrange the staging areas as needed by Contra Costa Water District to conduct operations and maintenance, repairs, etc. of the canal or the Multi-Purpose Pipeline.
10. Permittee must utilize the canal property as defined and depicted in **Exhibit A** attached hereto.
11. Permittee must establish and maintain the open spaces (travel lanes) for Contra Costa Water District and United States Bureau of Reclamation ingress and egress at all times. The travel lanes must also be able to accommodate public safety first responders (fire, ambulance, etc.).
12. No refueling vehicles or equipment on the canal property. Refueling must occur off site.
13. Portable restrooms must be away from the canal and must have safety pans underneath them.
14. Nothing can be stored or parked near the canal.
15. Permittee must install and maintain waddles along the canal perimeters to prevent drainage into the canal and Permittee must follow appropriate storm water pollution prevention plans.
16. Prior to the expiration of this permit, the Permittee must contact Mike Lehman, at 925-679-3505 and obtain Contra Costa Water District's hydro seeding specifications; and, Permittee must complete said hydro seeding to Contra Costa Water District's satisfaction prior to the expiration of this permit.
17. Permittee is solely responsible to follow all National Environmental Policy Act (NEPA) requirements, including but not limited to the tasks listed in the Environmental Commitment Program attached hereto as **Exhibit C**.

Permittee is responsible for completing each task listed in **Exhibit C** as prescribed in said exhibit by the United States; and, upon completion of each task, Permittee will submit a copy of Exhibit C signed by the Permittee affirming completion of said task(s) to Ron Zaragoza, Contra Costa Water District. Upon completion of all tasks listed in Exhibit C, the County will submit **Exhibit C** with original signatures to Ron Zaragoza, Contra Costa Water District.

Exhibit B

18. Permittee is solely responsible for installing approved urban canal fencing with anti-climb fabric, to the satisfaction of Contra Costa Water District, prior to the expiration of this permit.
19. Permittee must complete the removal of the vehicular bridge and the removal of the pedestrian bridge to the satisfaction of Contra Costa Water District and the United States Bureau of Reclamation.
20. Permittee must protect the Contra Costa Canal and the Multi-Purpose Pipeline. Protection measures will include, but are not limited to:
 - a. Inspect bridges to ensure no utilities or pipes are connected to the bridge deck prior to bridge demolition.
 - b. Install visqueen and netting from existing grade to the bottom of existing bridge between proposed drilling and cutting and canal, prior to bridge demolition.
 - c. Install canal protection silt fence along the canal at demolition areas.
21. No persons, divers, etc. are permitted in the canal. If Permittee wants to request permission for diver entry into the canal, Permittee must submit detailed plans to Contra Cost Water District for review and permission and permitting prior to any entry into the canal.
22. Permittee must complete a USA Locate prior to entering the property and prior to commencing any construction activities. Permittee must locate Contra Costa Water District's Multi-Purpose Pipeline and protect the pipeline at all times to the satisfaction of Contra Costa Water District.
23. No pile driving or other activities are permitted that may potentially harm the canal, Multi-Purpose Pipeline, or the canal property.
24. Permittee is solely responsible for the removal and proper disposal of all construction related materials prior to the expiration of this permit.
25. Prior to the expiration of this permit, Permittee must submit a quitclaim deed for the pedestrian bridge easement to the United States Bureau of Reclamation, in a form that is acceptable to Contra Costa Water District and the United States.

Environmental Commitment Program

Title: Canal Road Bridge Replacement (Contra Costa)						[Contra Costa Water District] Point of Contact: Neil Leary nleary@cccounty.us 255 Glacier Drive, Martinez, CA 94553-4825 (925) 313-2278			
Tracking Number: CEC-15-032									
Anticipated Start Date: Spring 2017									
Approximate Duration: Nine months									
Natural Resource Specialist: Stacy Holt, (559)487-5295, sholt@usbr.gov									
Wildlife Biologist: Shaun McDonald, (559)487-5194, smcdonald@usbr.gov									
Archaeologist: Bruce Brandee, (916-978-5039), bbruce@usbr.gov									
Resource	Summary of Environmental Commitments	Timeframe for Implementation	Proponent Verification of Compliance		Reclamation Verification of Compliance				
			Initials	Date	Commitment Implementation Date	Verification Interval	Final Verification Date	Initials	Date of Verification
Biological	Prior to any ground disturbance related to covered activities, a Service/California Department of Fish and Wildlife Service (Service/CDFW)-approved biologist would conduct a preconstruction survey in areas identified in the planning surveys as having potential burrowing owl habitat. The surveys would establish the presence or absence of western burrowing owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines.	Pre-Construction							
Biological	On the parcel where the activity is proposed, the biologist would survey the proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership would not be surveyed.	Pre-Construction							
Biological	Surveys would take place near sunrise or sunset in accordance with CDFW guidelines.	Pre-Construction							
Biological	All burrows or burrowing owls would be identified and mapped.	Pre-Construction / During Construction							
Biological	Surveys would take place no more than 30 days prior to construction. During the breeding season (February 1 – August 31), surveys would document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1 – January 31), surveys would document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results would be valid only for the season (breeding or nonbreeding) during which the survey is conducted.	Pre-Construction / During Construction							
Biological	If burrowing owls are found during the breeding season (February 1 – August 31), all active nests that could be disturbed by the project would be avoided while the nest is occupied by young or adults. Avoidance would include establishment of a non-disturbance buffer zone. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1 – January 31), the project proponent would avoid the owls and the burrows they are using, if possible. Avoidance would include the establishment of a buffer zone.	Pre-Construction / During Construction							
Biological	If occupied burrows cannot be avoided, passive relocation would be implemented if it is outside the breeding season (September 1 – January 31), if a qualified biologist has determined that the birds have not begun egg-laying and incubation, or once the young have fledged. Owls would be passively relocated from burrows in the immediate	Pre-Construction / During Construction							



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Biological	Impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. These doors would be in place for 48 hours prior to excavation. The project area would be monitored daily for one week to confirm that the owl has abandoned the burrow. Whenever possible, burrows would be excavated using hand tools and refilled to prevent reoccupation. Plastic tubing or a similar structure would be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow. If no burrowing owls are observed, burrows would be filled in or the area would be disked to prevent owls from occupying the area.	Pre-Construction								
Biological	If tree removal, pruning, or grubbing activities are necessary, such activities should be conducted in the fall or winter after August 31 and before February 1. This timing would avoid impacts to nesting birds during the breeding season (February 1 to August 31).	Pre-Construction								
Biological	If project construction, including tree removal, begins during the breeding season (February 1 to August 31), preconstruction surveys should be conducted within the project footprint and a 250 foot buffer, by a qualified biologist no more than two weeks prior to equipment or material staging, pruning/grubbing or surface-disturbing activities. If no active nests are found, no further avoidance is necessary. If work ceases for a period of two weeks or longer, preconstruction nesting bird surveys should be conducted prior to recommencing work.	Pre-Construction								
Biological	If active nests (i.e., nests with eggs or young birds present) are found, non-disturbance buffers should be established at a distance sufficient to minimize disturbance based on the nest location, topography, cover, the nesting pair's tolerance to disturbance and the type/duration of potential disturbance. No work should occur within the non-disturbance buffers until the young have fledged. Buffer size should be determined in cooperation with the CDFW and the Service, if buffers are established and it is determined that project activities are resulting in nest disturbance, work should cease immediately and the CDFW and the Service should be contacted for further guidance.	Pre-Construction								
Biological	If necessary, project proponents would undertake construction monitoring during project implementation to ensure that measures required to avoid and minimize impacts on covered species and natural communities are properly implemented. Resources identified in planning or preconstruction surveys would be the focus of construction monitoring efforts. Construction monitoring would be conducted by qualified biologists. Before implementing a covered	During Construction								



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Resource	Summary of Environmental Commitments	Timeframe for Implementation	Proponent Verification of Compliance		Reclamation Verification of Compliance				
	activity, the project proponent would develop and submit a construction monitoring plan to the HCP for approval. All staging areas and borrow sites would be returned to preconstruction conditions.	Post-Construction	Initials	Date	Commitment Implementation Date	Verification Interval	Final Verification Date	Initials	Date of Verification
Biological	<p>Erosion Control Measures shall be implemented during construction. To minimize the mobilization of sediment to adjacent water bodies, the following erosion-control and sediment-control measures would be included in the Storm Water Pollution Prevention Plan (SWPPP) to be included in the construction specifications, based on standard County measures and standard dust-reduction measures.</p> <ul style="list-style-type: none"> Soil exposure would be minimized through the use of temporary best management practices (BMPs), groundcover, and stabilization measures. All stockpile areas within 200 feet of the canal would be surrounded by a filter fabric fence and interceptor dike. Side slopes shall not be steeper than 2:1. Where appropriate, bare areas would be covered with mulch and cleared areas would be revegetated with native species; and, The contractor shall conduct periodic maintenance of erosion- and sediment-control measures. 	During Construction							
Biological	<p>To conform to water quality requirements, a SWPPP would be required, and would include the following:</p> <ul style="list-style-type: none"> Vehicle maintenance and staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants shall be outside of the Canal. Any necessary equipment washing shall occur where the water cannot flow into the Canal. Construction equipment would not be operated in flowing water. Construction work shall be conducted according to site-specific construction plans that minimize the potential for sediment input to the Canal. Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life shall be prevented from contaminating the soil or entering the Canal. 	Pre-Construction / During Construction							



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Resource	Summary of Environmental Commitments	Timeframe for Implementation	Proponent Verification of Compliance		Commitment Implementation Date	Reclamation Verification of Compliance			
	<ul style="list-style-type: none"> Equipment used in and around the Canal shall be in good working order and free of dripping or leaking engine fluids; and, Any surplus concrete rubble, asphalt, or other rubble from construction shall be taken to an approved disposal site. 		Initials	Date		Verification Interval	Final Verification Date	Initials	Date of Verification
Biological	Methods would be used during construction activities to ensure that bridge railing materials would not enter waters of the United States or State; no material shall be allowed to enter the waters of the United States or State during demolition or construction. These methods may include netting, scaffolding, or some other barrier to catch falling debris.	Pre-Construction / During Construction							
Biological	Where appropriate, the project boundaries including the temporary and permanent construction impact areas, shall be staked with an Environmentally Sensitive Area (ESA) fencing in order to contain construction activities. The staking and ESA fencing shall be done in coordination with a biologist, who is qualified and knowledgeable of biological resources in the action area.	Pre-Construction							
Biological	All trash shall be kept in wildlife-proof receptacles, and no non-natural food or water would be left unattended for the duration of the project construction. All trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the project site.	Pre-Construction / During Construction							
Biological	No firearms shall be allowed on the project site.	Pre-Construction / During Construction							
Biological	To prevent harassment or mortality of wildlife by dogs or cats, no pets would be permitted on the project site.	Pre-Construction / During Construction							
Biological	An employee education program shall be conducted for construction personnel. The program shall consist of a brief presentation by persons knowledgeable in burrowing owl and legislative protection to explain species concerns to contractors, their employees, and agency personnel involved in the project. The program shall include the following: a description of burrowing owls and their habitat needs; a report of the occurrence of burrowing near the project area; an explanation of the status of the species and its protection; and a list of measures being taken to reduce impacts to the species during project construction and implementation. A fact sheet conveying this information shall be prepared for distribution to the above-mentioned people and anyone else who may enter the project site.	Pre-Construction / During Construction							
Biological	All necessary permits will be acquired prior to beginning construction in waterways.	Pre-Construction							



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[Contra Costa Water District] Point of Contact:
Neil Leary
nleary@cccwater.us
255 Glacier Drive, Martinez, CA 94553-4825
(925) 313-2278

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Biological	Conditions of all permits will be observed as stipulated.		Initials	Date	Commitment Implementation Date	Verification Interval	Final Verification Date	Initials	Date of Verification
Funding: The proponent is responsible for all direct costs to implement, monitor and evaluate the environmental commitments described in the table. The proponent is also responsible for the costs incurred by Reclamation staff to monitor and evaluate the environmental commitments.									



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RETURN THIS ENTIRE 5 PAGE FORM TO
 RON ZARAGOZA, CONTRA COSTA
 WATER DISTRICT UPON COMPLETION OF
 ALL TASKS.

Sign and return this page to the Contract Administrator

I have read and understood the Contractor/Consultant Safe Practices Handbook and I understand it is my responsibility to ensure that every employee from my company and each employee of subcontractors and sub-consultants working at or on Contra Costa Water District facilities has been briefed on the requirements contained in this handbook and has received a copy of the handbook.

Neil Leary
Print Name

Contra Costa County P.W.D.
Company Name

Senior Civil Engineer
Position

Neil Leary
Signature

9/6/16
Date

→ Signed in relation to the Temporary Construction Permit in advance of permanent easement for bridge guard rail. - Project: Canal Road Bridge Replacement in Bay Point 0.5 mi west of Isaley Road.