

**AGREEMENT WITH WRA LANDSCAPE RESTORATION, INC.
FOR LANDSCAPING SERVICES
FOR
MARINA LAGOON MAINTENANCE PROJECT HABITAT MONITORING MITIGATION PLAN**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **WRA Landscape Restoration, Inc.**, a corporation ("CONTRACTOR"), whose address is 2169-G East Francisco Blvd., San Rafael, CA 94901.

RECITALS:

- A. CITY desires certain landscaping services hereinafter described.
- B. CITY desires to engage CONTRACTOR to provide these landscaping services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as

determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on November 7th, 2022, and be completed on December 31, 2025.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR in an amount not to exceed \$93,080 pursuant to the rates stated in Exhibit B, attached and incorporated by reference.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Sarah Scheidt
City of San Mateo
1949 Pacific Blvd.
San Mateo, CA 94403

To CONTRACTOR: WRA Landscape Restoration, Inc.
Attn: Jason M. Mills
2169-G East Francisco Blvd.
San Rafael, CA 94901

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and WRA Landscape Restoration, Inc. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Azalea Mitch
Public Works Director

Date

Mr. Geoffrey Smick	Date
Chief Executive Officer	

APPROVED AS TO FORM

Linh Nguyen
Assistant City Attorney
CITY OF SAN MATEO

Attachments:

Exhibit A:	Scope of Services
Exhibit B:	Payment Rates
Exhibit C:	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Exhibit A -Scope of Services and Contractor Responsibilities

1. SCOPE OF WORK

All work is to be completed per the “Habitat Mitigation Monitoring Plan – Final, Marina Lagoon Maintenance Project, San Mateo, California” (HMMP; Attachment A) dated March 2022, as specified in the Section 401 Water Quality Certification (in Attachment B) for the project and as shown in the Planting Plan (Figure 7) dated October 13, 2021 (Attachment C). The Contractor shall be required to comply with conditions and best management practices (BMP’s) associated with all regulatory permits and authorizations associated with the Project. All site preparation and protection measures are to be installed prior to any ground-disturbing activities. A list of conditions and BMP’s are included as an appendix to this RFP. Copies of all project permits received to-date are included in Attachment B. Project permits include Section 401 Water Quality Certification, Section 1600 Lake and Streambed Alteration Agreement, and National Marine Fisheries Service Letter of Concurrence. The Section 404 Regional General Permit 7 is pending and will be sent to the Contractor upon receipt.

The primary intent of the project is to remove non-native invasive plants within a 0.3-acre area adjacent to the Marina Lagoon shoreline and revegetate this area with native plantings as described in the HMMP and Planting Plan. Irrigation for the native plantings will be provided by the City, and no irrigation installation is required as part of this RFP. The Contractor is responsible for locating and avoiding the existing City irrigation system during implementation activities described in this Scope of Work. The Contractor will be responsible for ensuring that no soil enters the adjacent waterway during implementation or for one year after implementation. Any necessary sediment control measures required to meet the requirement are incidental to Task 2 – Invasive Plant Removal.

A City-designated consultant will provide construction oversight services, and the Contractor will coordinate with the consultant as needed to meet the requirements of the contract and ensure that work is done in accordance with the HMMP, Planting Plan, and permit documents. During the three-year monitoring period, success of the plantings and invasive species presence will be monitored by the City designated consultant. The designated consultant will oversee the installation of replacement plantings and additional invasive species management as required.

TASK DESCRIPTIONS

Task 1: Mobilization - WRA-LR will conduct the tasks as outlined including preliminary coordination, photographic documentation, securing the mitigation area during construction, providing portable restroom facilities for WRA- LR staff, attending preconstruction meeting and inspections with the City, and discussions of the irrigation schedule.

Task 2: Invasive Plant Control - WRA-LR has advanced skills in identifying, mapping, prioritizing, planning, and directing invasive species control. Our restoration technicians are well trained to differentiate between native and invasive species so as not to cause unnecessary damage to the resources we are helping to protect. Our depth of experience in carrying out this work enables us to work with land managers to develop effective maintenance plans for invasive plant control or make recommendations for specific species to reach optimal long-term results. We have worked with an array of highly problematic invasive species prevalent in this region which allows us to prescribe the most appropriate methodology of control for each individual species, whether it be manual, mechanical, or chemical means. We practice integrated pest management (IPM) principles in our invasive plant management, to provide the most effective treatment with the least environmental impact. WRA is a state licensed pest control business with a licensed QAL on staff who oversees our herbicide work. We consult with a registered PCA for specified prescriptions when herbicides are required for treatment which we do not anticipate on this project from the noxious weeds listed in the plan.

The Contractor will remove non-native and invasive species ranked by California Invasive Plant Council (Cal-IPC) as highly invasive from the 0.3-acre Planting Area. The primary non-native, invasive plant species is ice plant (*Carpobrotus edulis*), but other invasive species are also present. The City-designated consultant will help identify and flag the invasive species to be removed. All ice plant will be removed by hand or via small mechanical machinery. This includes all loose stem fragments. If necessary for follow-up control, herbicide may be used. Herbicides approved for use near aquatic habitats will be used and applied in accordance with manufacturer directions and best management practices, such as use of handheld sprayers on low wind days, to reduce potential for indirect impacts. Contractor is responsible for ensuring that no native vegetation, including saltgrass (*Distichlis spicata*) near the shoreline, is damaged. Herbicide treatments will be performed by a licensed pest control business in the state of California. All biomass debris will be removed and disposed of legally as green waste. The Contractor will be responsible for removing 100 percent of the invasive species within the 0.3-acre project area prior to installing native plants. The estimate for the task accounts for a full team to service the site for the 0.3 acres of *Carpobrotus edulis* manually with the material removed with tarps. Biomass will then be removed with the use of a dump trailer to a local green waste facility. The estimate for this task reflects the cost of the labor to remove the material well as the cost to dispose of it.

Tasks 3-8. Out-Planting - WRA LR has a wide variety of planting equipment including auger drills for areas with tough or compacted soils. Our team has experience with planting on steep banks and will form depressions for each of the upland out-planted container stock to help capture water. Deep holes will need to be dug and soil should be loosened to aid in survivorship. The scope of work for this task will meet the spacing specifications for the site as listed in the site plan. The plan calls for the planting of six hundred and twenty-seven native plants in D-cell to 1- gallon containers. WRA will procure the plants from a certified local native nursery. We will schedule planting of the container stock for the onset of the rainy season and allow two days with the full team to complete the work. The estimate for this task reflects the cost of the labor to install them as well as the cost to procure them.

The Contractor will install the plants according to the planting detail provided in the Planting Plan and will be responsible for supplying the specified compost. The Contractor will be required to water all plants upon installation and will coordinate with the City-designated consultant to determine an on-going irrigation schedule. The City will supply spray irrigation for the 0.3-acre planting area.

Task 9: Mulch - Arbor mulch or a similar weed free product will be spread evenly to 2 ft. diameter around each of the plants over the weed mats to help plants hold water and restrict the establishment of competition from surrounding weedy vegetation. The estimate for this task reflects the cost of the labor to deliver and spread the mulch as well as the material expense of the mulch itself.

Task 10: 120 Day Guarantee Period - Upon completion and acceptance of all invasive plant removal and plant installation activities, the 120-day guarantee period will begin. The Contractor will be required to replace any dead plants at the end of the guarantee period. In addition, the Contractor will be responsible for removing any weed species within the Planting Area that are rated as "High" by the Cal-IPC during this period. The estimate for the task accounts for the team to service the site in case there are any unforeseen needs. We can reduce the task budget through allocating a half-sized team of 2-3 staff for a site visit to assess survivorship and invasive establishment following the 120-day guarantee period.

Task 11: Annual Invasive Species Management - The estimate for the task accounts for the team to service the site with a combination of manual, mechanical, or chemical to achieve less than 10% cover for Cal IPC high rated species found on the site. We can help to optimize the maintenance budget through addressing the most problematic species controls during the most critical times for suppression from March to September. We can reduce the task budget through allocating a half-sized team of 2-3 staff to make two visits to the site per year for the first three years of establishment. The final year of monitoring for which success criteria must be met is 2025.

Task 12: Task Replacement Planting - The scope of replacement planting work for this task will follow the spacing and survivorship specifications of the site as listed in the plan. The cost reflects the amount of labor necessary to procure the plant material as well as conduct replanting. We are allocating a day with our half team of 2-3 workers to complete the replanting efforts annually per year for three years.

Alt 1. Protection: WRA has experience with installing plant protection to meet the specific needs for each of our restoration sites. We recommend utilizing 4' deer exclusionary fencing supported with 6' T-stakes to surround the planting areas rather than individual cages to reduce labor and material costs. Predatory decoys may also be utilized within the planting areas to deter geese and other herbivores from entering the restoration area. The estimate for this task reflects the cost of the direct materials as well as the labor for our team to procure and install them.

2. SPECIFICATIONS

These specifications are intended to cover all labor, material, standards of landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

3. SUPERVISION OF CONTRACT

All work shall meet with the approval of the Public Works Director or their designee. There shall be periodic meetings with the Contractor and City's designee to determine progress of the work and to establish items that may require attention.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor in writing and if not corrected, payment to the Contractor will be withheld until condition is corrected in a satisfactory manner as set forth in these specifications.

4. DISPOSAL

The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation as work progresses and shall pay all disposal fees. The City shall in no way be responsible for the disposal.

5. RECORDS

Contractor shall keep accurate records of all pesticide use (see Attachment D).

6. LANDSCAPE LICENSE

The Contractor shall hold a valid and current California C27 License and submit copy thereof to the City.

7. EXAMINATION OF SITE AND WORK

City makes no representation about the order or condition of the work area, nor does the City warrant that the work area will be free from defects, either apparent or hidden, at the commencement of or at any time during the term of the Contract. Contractor must examine the location, physical conditions, and surroundings of which these factors will influence the performance of the contract work. By entering into the Contract, Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to upgrade or modify existing deficiencies to Contract specifications.

8. WORKMANSHIP AND SUPERVISION

The Contractor shall provide a work force sufficient to complete the work as specified.

- A. Competent and experienced workers shall perform the work.
- B. The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.
- C. All pesticide/herbicide operations, where required, shall be performed or supervised by a California State Licensed Pest Control Applicator through written communication by a California State licensed Pest Control Advisor. **The Contractor shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide usage, as well as the City's Integrated Pest Management Policy.** Contractor shall provide copies to the City of his/her license and registration of both of his/her Pest Control Advisors and Pest Control Operators licenses. Contractor shall submit a copy of the "Pesticide Use Summary" to the City on a monthly basis. Payment of monthly invoice will be withheld unless a Pesticide Use report is submitted.
- D. Persons employed by the Contractor who are found unsatisfactory by the City shall be discharged or reassigned by the Contractor upon fifteen (15) days written notice from the City.

9. REPAIRING DAMAGED WORK

- A. The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by the Contractor's act hereunder. Watering, pesticide spraying and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when activities in the Contract area might be inconvenienced or disrupted.
- B. Repairs to the irrigation system resulting from damage by other than the Contractor's operation (e.g., vandalism) shall be reported promptly to the City's representative or their designee together with an estimate of costs for correction of the condition. The City's representative or their designee may authorize repair by the Contractor and the City will pay the Contractor for this work.
- C. Replacement of plant materials damaged or destroyed by City forces, or as a result of accident or vandalism, shall be reported promptly to the City's representative or their designee together with an estimate of costs for replacement. The City's representative or their designee may authorize replacement by the Contractor, and the City will pay the Contractor for the cost of the replacement including the cost of labor.

10. SAFETY REQUIREMENT

- A. All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The City's representative or their designee reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.
- B. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's

operations. Any hazardous condition noted by the Contractor, which is not the result of his/her operations, shall be immediately reported to the City's representative or their designee.

11. UNDERGROUND EXCAVATIONS

Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the City and **Underground Service Alert (USA) at 1-800-422-4133** at least 48 hours prior to commencing any excavation.

12. TRAFFIC AND ACCESS.

The Contractor may be required to provide traffic control plans stamped by a licensed traffic engineer registered in the State of California or C31 licensed contractor. Submit all required traffic control plans at least 10 working days prior to beginning of any fieldwork

13. GENERAL SPECIFICATIONS

- A. All operations will be conducted so as to provide maximum safety for the public and minimize disruption to the public. The Contractor is to follow all City noise ordinances.
- B. Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of offsite.
- C. Contractor will clean sidewalks, roadways, and any other areas littered or soiled by their maintenance operations. Any spills of gasoline, oils, fertilizer or toxic material shall be immediately and properly mitigated and then the City's representative or their designee is to be notified.
- D. The Contractor shall maintain the premises clean of weeds, litter and debris at all times. Upon completion of any work, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his construction and installation equipment from the premises. The Contractor shall not use existing City trash containers to deposit litter. Contractor shall supply his own trash liners and bags as needed.
- E. Repairs. All portions of existing facilities, including irrigation systems, which are damaged or altered in any way, as a result of the performance of work under these Specifications during the term of the Contract, shall be repaired and replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the City and shall be as indicated by the City's representative. Repairs to facilities shall be made immediately after damage or alternation occurs, unless otherwise instructed. *A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract.* If the Contractor does not make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to cover the cost to eliminate the discrepancies, as determined by the City's representative or their designee.

Attachments:

Attachment A – Habitat Mitigation Monitoring Plan – Final, Marina Lagoon Maintenance Project, San Mateo, California

Attachment B – Project Permits

Attachment C – Figure 7 Planting Plan, Details, and Notes (Two sheets)

Attachment D – Integrated Pest Management Plan

Attachment A

**Habitat Mitigation and Monitoring Plan –
Final, Marina Lagoon Maintenance Project, San Mateo, California**

HABITAT MITIGATION MONITORING PLAN - FINAL

MARINA LAGOON MAINTENANCE PROJECT, SAN MATEO, CALIFORNIA

Prepared For:

Sarah Scheidt
City of San Mateo Public Works Department
330 West 20th Avenue
San Mateo, California 94403

Prepared By:

WRA, Inc.
2169-G East Francisco Boulevard
San Rafael, California 94901

Contact:

Gregory Sproull
(415) 454-8868
sproull@wra-ca.com

WRA Project: 31027

Date: March 2022



CWA Section 401 Regulatory Permit- Condition 19
Marina Lagoon Maintenance Project

The Project proposes to mitigate for permanent impacts (fill) to approximately 0.06 acre of jurisdictional Waters of the U.S./state over the span of five years. Though the Project would also temporarily impact 0.39 acre of jurisdictional waters for dock and bank repair and sediment removal, such work would be temporary. Sediment removal is occurring in areas with silt accumulation and benthic communities are not present and are not likely to be impacted if present in adjacent areas. In addition, aquatic vegetation harvesting to remove noxious submergent vegetation is incorporated into the Project and will improve water quality in the Lagoon. Below is a mitigation plan that would offset Project-related activities (maximum amount of impacts) that would occur over a 5-year span.

Potential impacts will be reduced through implementation of the Project's avoidance and minimization measures and best management practices. In addition to these measures, the Project also proposes to remove non-native vegetation (primarily ice plant [*Carpobrotus edulis*]; a "highly invasive" non-native species per the California Invasive Plant Council [Cal-IPC]) from a 0.61-acre portion of the Project Area (herein referred to as the Mitigation Area). The Mitigation Area is located between an existing trail and the shoreline in the northern portion of the Project Area (see Figure 1). The Mitigation Area contains several existing trees but all available land that is suitable for planting (approximately 0.3 acre) will be planted with native vegetation.

The proposed plant palette that would be implemented for planting is provided below. The plantings would be dominated by native scrub species that are suitable for proliferation, and both locally common and locally available. This work would expand the existing riparian habitat and provide a riparian transition zone that is currently not present. No planting would occur near the shoreline fringe, where native salt grass (*Distichlis spicata*) occurs. Plantings in the Mitigation Area would receive hydrology from an existing irrigation system. Removing ice plant and planting native scrub from the shoreline to the trail will create a barrier to prevent future ice plant invasion. Due to these factors, the Mitigation Area is ideal for invasive species removal and the long-term success of native planting.

Beyond the removal of nonnative vegetation and the planting of native vegetation across a 0.3-acre area, the Project also proposes to implement a trash cleanup program. Trash cleanup will occur on an annual basis. In addition, aquatic vegetation removal (a component of the proposed Project) will improve water quality and ecological conditions, which will benefit the lagoon. All invasive species removal and mitigation planting within the Mitigation Area will be conducted in Year 1.

MITIGATION IMPLEMENTATION PLAN

1.1. Invasive Species Removal

Invasive species removal efforts in the Mitigation Area will focus on dominant non-native species (e.g., ice plant) that have a "high" invasive potential and ecological impacts by the Cal-IPC. All ice plant will be removed by hand or via small mechanical machinery. If necessary for follow-up control, herbicide may be used. Herbicides approved for use near aquatic habitats will be used and applied in accordance with manufacturer directions and best management practices, such as use of hand held sprayers on low wind days, to reduce potential for indirect impacts.

1.2. Planting Plan

Plants to be installed within the Mitigation Area will be native scrub species that are found near the Marina Lagoon or are ecologically appropriate for the site. The proposed plant palette and

CWA Section 401 Regulatory Permit- Condition 19
Marina Lagoon Maintenance Project

recommended spacing are provided below in Table 1. The plant material type, size, and spacing are planned to encourage quick establishment of native species and to discourage colonization by nonnative, invasive species. The location of plantings will be field-fit within the 0.61-acre Mitigation Area at a future date. Plant species not found on-site but known to grow in similar environments may be used with a preference for material started from local sources or plant stock gathered from San Mateo County. Locations of the plantings will be field fit at the time of planting.

Table 1. Proposed Riparian Enhancement Planting Palette

Species Scientific Name	Species Common Name	Container Size	On-Center Spacing (feet)
<i>Lupinus albus</i>	silver lupine	1 gallon	4
<i>Baccharis pilularis</i>	coyote brush	1 gallon	6
<i>Baccharis pilularis</i> 'Pigeon Point'	dwarf coyote brush	1 gallon	6
<i>Frangula californica</i> 'Eve Case'	Eve Case coffeeberry	1 gallon	4
<i>Eriogonum fasciculatum</i>	California buckwheat	1 gallon	3
<i>Artemisia californica</i>	California sage brush	1 gallon	5

Plantings can occur any time of year if soil and flow conditions are suitable. Foliage protection cages will be installed, if needed, to protect the plants from wildlife browsing. Plants will be irrigated via an existing on-site irrigation system. A qualified biologist or restoration specialist will provide the recommended frequency for irrigation. Mulching will be used as appropriate for moisture control and reduction of invasive plant species encroachment.

1.3. Monitoring

Monitoring activities will be conducted annually for a three-year monitoring period after planting is completed. Permanent photo-documentation points will be established at several locations to visually track the progress toward meeting final success criteria described below. Data collected during annual monitoring includes number and species planted, square footage planted, plant vigor, percent cover, and the number or percent of plants surviving. In addition, relative percent cover of Cal-IPC high species will be visually determined to document success of invasive species management within the Mitigation Area. Data collection will be done via quadrat sampling (0.5 square meter) along two transect lines. Ten quadrats will be placed along each transect at a randomly generated interval between 1-10.

Plant vigor will be determined by assigning a vigor rating of good, fair or poor to each plant. Dead plants will not be assigned a vigor rating. The ratings are defined below.

- Good: a seedling with less than 25% of its aboveground growth exhibiting one or more of the factors listed above.
- Fair: a seedling with 25–75% of its aboveground growth exhibiting one or more of the factors listed above.
- Poor: a seedling with more than 75% of its aboveground growth exhibiting one or more of the factors listed above.
- Dead: a seedling that is no longer visible or that does not appear capable of growth.

1.4. Success Criteria

The overall measurement of meeting success criteria and whether mitigation objectives have been achieved will focus on vegetative cover and density of the planted areas and not on individual plant survival. However, until the final year in which success is reviewed, performance towards success criteria will focus on individual plant success and cover to help document trends and plant establishment. Invasive species management will be monitored as well, and performance success will be measured as relative cover of Cal-IPC high species within the Mitigation Area. All non-native vegetation removal will occur within the 0.30-acre planting area in the Mitigation Area. The success criteria and annual performance standards are outlined in Table 2, below.

If plants fail to survive and overall success criteria will not be met, corrective actions will be taken including replanting. A qualified biologist or restoration specialist will advise on the number of new plantings needed to achieve the success criteria based on survival rate and additional vegetative cover needed to reach success criteria. If replanting is required, the monitoring period for those plants will start over from Year 1; however, the monitoring schedule will remain unchanged for all surviving plants.

Table 2. Success criteria for plantings in the Mitigation Area.

Monitoring Parameter	Year	Success Criterion
Plant survival (percentage of plants in good or fair condition)	1	90% plant survival
	2	85% plant survival
Plant vigor	1-3	Surviving plants must be in good or fair condition
Vegetative cover (shrubs only)	2-3	Demonstrate trend of increasing cover
	3	50% canopy cover of riparian shrubs with dominance of native riparian woody species
Invasive Species Management	1-3	Less than 10% relative cover Cal-IPC high species

1.5. Reporting

Annual reports discussing actual impact amounts and mitigation actions (plantings, invasive species management, trash clean-up activities), monitoring methodology, and results will be submitted to the RWQCB and CDFW by December 31 of each year of the maintenance activities and until success criteria describe above, have been satisfied. These reports will assess the progress of mitigation activities toward meeting success criteria. Annual monitoring and reporting will include the following: species and quantities planted, square footage planted, plant vigor, height of scrub species planted, percent cover, the number or percent of plants surviving, and relative percent cover of Cal-IPC high species; quantity by species of plants replaced annually; photos from designated photo points and other relevant information pertaining to the revegetation effort; a summary of invasive species control actions; and a summary of trash clean-up activities conducted. If necessary, recommendations to help achieve final success criteria will be made in the Annual Report. The final annual report will describe the success in meeting the success criteria. All monitoring and report preparation shall be conducted by a qualified biologist.

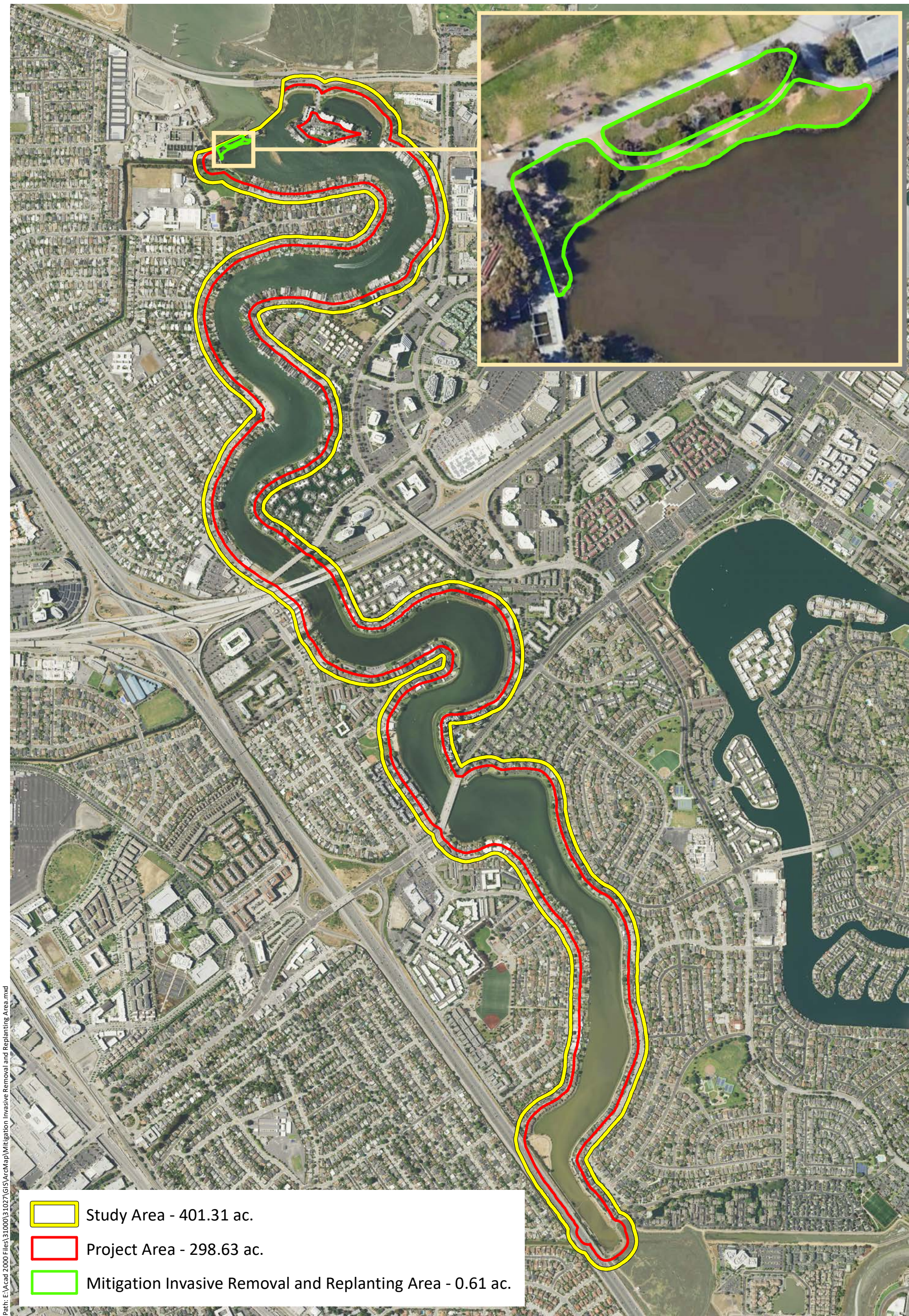
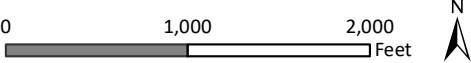


Figure 1. Mitigation Invasive Removal and Replanting Area

San Mateo Marina Lagoon
San Mateo County, California



1. GENERAL MEASURES AND BEST MANAGEMENT PRACTICES

This section provides a list of General Measures and BMPs that have been incorporated into the Project to limit the temporary impacts of operation and maintenance work. The General Measures are listed below and the BMPs are tiered by maintenance task and Project work windows.

1.1. General Measures

- Weather: Work within the Lagoon will be restricted to periods of low rainfall (less than 0.25 inch of rain in a 24-hour period). In addition, no work will occur during a dry-out period of 24 hours after wet weather (at least 0.25 inch of rain in a 24-hour period). National Weather Service 72-hour precipitation forecasts will be considered when planning maintenance activities.
- Salt Marsh Habitat: No coastal salt marsh vegetation will be impacted or removed from the project site and access areas. Sediment removal work near salt marsh habitat will be conducted to the greatest extent possible at low tide.
- Invasive Species and Biological Contamination: To prevent the movement of invasive plant and animal species, fungi, and other biotic agents from external ecological regions, equipment used will be washed prior to entry and staging onto construction sites. Any equipment that will enter the water during construction will be decontaminated before and after construction to prevent the spread of aquatic diseases, such as ranavirus, and invasive aquatic species, such as quagga mussel. Workers will also decontaminate waders, boots and other clothing that will come in direct contact with the water.
- Vegetation Protection: Conduct work in a manner that will prevent any adverse impacts to adjacent vegetation, including limiting mechanical equipment to existing disturbed roads and footpaths. It also includes employing BMPs such as installing fiber rolls and silt fencing along the outboard edge of the Lagoon or work areas to clearly mark the area and assure that no sediments drift outside of the work area.
- Hazardous Spills and Waste: All equipment should be in good proper running order to prevent leading or spilling of potentially hazardous or toxic products. This includes hydraulic fuel, diesel, gasoline and other petroleum products.
- Storage of fuels and petroleum projects will comply with safe operating procedures, including containment facilities in case of a spill.
- Contractors will have emergency spill equipment available whenever working on or near water.
- Contractors will maintain work areas free of food-related trash items such as wrappers, cans, bottles, and food scraps. Food-related trash items will be disposed of in solid, closed containers (trash cans) and removed at the end of each work day.
- The contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface water and to minimize interference with disturbance to, and damage of fish and wildlife.
- Concrete Handling: Containment structures to control the placement of wet concrete and to prevent it from entering into the Lagoon outside of those structures will be utilized. The containment structures will be inspected to ensure that no concrete or other debris enters the Lagoon outside of those structures. Runoff from the concrete will not be allowed to enter the Lagoon at any time. No concrete will be poured within the high flow line if the 7-day weather forecast indicates any chance of rain.
- Poured concrete will be excluded from the water for a period of 30 days after it is poured. During that time the poured concrete will be kept moist, and runoff from the concrete will not be allowed to enter the Lagoon. Approved commercial sealants may be applied to the

*CWA Section 401 Regulatory Permit
Marina Lagoon Maintenance Project BMPs*

poured concrete surface. If sealant is used, water will be excluded from the site until the sealant is dry.

- Erosion Control: Silt control measures will be utilized throughout all phases of the Project where silt and/or earthen fill could enter the Lagoon. Silt control structures will be monitored daily for effectiveness and repaired or replaced as needed.
- Revegetation of Disturbed Areas: All areas of disturbed soil which drain to the Lagoon will be planted with locally-collected native plants appropriate for the soil and hydrological conditions of the site. Locally native wildflower and/or shrub seeds may also be included in the planting mix. Invasive plant species, including those categorized as “High” and “Moderate” in the California Invasive Plant Council's Inventory Database, will not be planted, seeded or otherwise introduced.
- Public Access: The proposed Project will result in closing or re-routing pedestrian access on an interim basis while project related activity is under way. The City will make every effort to minimize the impact to public access during projects. Signs will be posted at the nearest public access entrances informing the public why areas are closed, when they will be open, possible detours, and when project construction will be complete.
- Dust and Noise: Minimize impacts on the adjacent public parks' public access areas, including dust control requirements, assuring that noise levels do not exceed the City's Noise Ordinance (2004-16), and locating the access and transport areas so as to minimize impacts on existing vegetation.
- Construction Schedule: The hours of construction will be limited to between 8 AM and 5 PM on weekdays to minimize disturbance to neighboring properties.
- Post-project Conditions: The City will make any necessary repairs to public parks and access points impacted by proposed Project activities to assure that the Project Area will be returned to its original state.
- Maintenance activities will primarily be conducted in the low water period (January and February) to reduce work in open water habitat.
- Maintenance activities in tidal waters is limited to September and October. This period is when special-status fish species, including longfin smelt, are unlikely to occur in the region, and freshwater inputs are at the lowest point in the year.
- Maintenance activities are restricted to periods of low tide over two days when inundation of the work area is limited and a silt or turbidity curtain will be put in place. Work at low tide and with a turbidity curtain will limit suspended sediments and turbidity to the work area.

Attachment B

Project Permits



Water Boards

San Francisco Bay Regional Water Quality Control Board



GAVIN NEWSON
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

**AMENDED CLEAN WATER ACT SECTION 401 WATER QUALITY
CERTIFICATION AND ORDER
FOR THE**

Marina Lagoon Routine Maintenance Project

San Mateo County

Sent via electronic mail: No hard copy to follow

Effective Date: March 30, 2022
RM: 445464
Place ID: 877199
WDID No. 2 CW445464

Applicant: City of San Mateo
Public Works Department
330 West 20th Avenue
San Mateo, CA 94403
Phone: (650) 522-7300
Attn: Sarah Scheidt

Agent: WRA Inc.
2169-G East Francisco Boulevard
San Rafael, CA 94901
Phone: (415) 524-7530
Attn: Gregory Sproull

Water Board Staff: Tahsa Sturgis
1515 Clay Street, Suite 1400
Oakland, CA 94612
Phone: (510) 622-2316
Email: tahsa.sturgis@waterboards.ca.gov

JIM McGRATH, CHAIR | THOMAS MUMLEY, INTERIM EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay



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Certification and Order Coverage

This Amended Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to the City of San Mateo (Permittee). The amendments were requested by the Permittee on March 17, 2022, after the Certification was issued on March 15, 2022. The amendments herein include clarified reporting requirements and a correction to the Project's work windows.

Pursuant to CWA section 404, the Permittee requested authorization to fill and discharge to waters of the U.S. from the U.S. Army Corps of Engineers (Corps), Regulatory Branch, by renewing their Regional General Permit (RGP) 7, *Marina Lagoon General Maintenance* (Corps File No. 2000-257530S). At the time of this Certification's issuance, the Corps had not yet authorized the Project's activities under a renewed RGP 7.

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Marina Lagoon Routine Maintenance Project (Project) does not violate State water quality standards. The application for Certification was received on October 27, 2021.

The following sections are derived from the Application.

1. Project

The Project will conduct routine maintenance activities in Marina Lagoon (lagoon).

1.1 Site Description

The Project site is located within the lagoon, which is on the west shore of San Francisco Bay in the City of San Mateo (City) (Lat. 37.555738, Long. -122.291176). The lagoon is generally bordered by the City to the west, the City of Foster city to the east, San Francisco Bay to the north, and O'Neil Slough to the south. The lagoon was formed when a portion of Seal Slough was diked and dredged in the first half of the 20th century. In the 1950s, with additional dredging, levee improvements, and installation of the southern inlet at O'Neil Slough and northern pump operation at the Bay outlet, the lagoon was further developed as a flood control and recreational facility. The lagoon is now entirely ringed by residential and commercial development except for Joinville Park on the north end and O'Neil Slough at the south end. Approximately 250 private docks are situated along the lagoon's shoreline, and the Permittee operates public docks, a recreational beachfront at Parkside Aquatic Park, and the Lakeshore Beach and Recreation Center. The lagoon's shoreline is largely armored to prevent erosion from wind- and wave-wash.

Lagoon water levels and flows are regulated with the use of tide gates and pumps and managed seasonally for several purposes including stormwater flow capacity, maintenance, and recreation. Inlet weirs and a manually operated sliding tide gate at the lagoon's south end control the inflow of Bay water from O'Neil Slough. The Lagoon receives stream and stormwater runoff from a 10.3-square mile developed watershed, comprising freshwater and urban runoff from Laurel Creek, Borel Creek (the 19th Avenue Channel), and Leslie Creek (the 16th Avenue Channel). Flow through the approximately 180-acre lagoon runs from south to north, with tidal inflow at the south end occurring through manually operated tide gates and from the lagoon into the Bay at

the north end pump station. The Permittee opens the tide gates on an as-needed basis, depending on weather, the treatment schedule for aquatic vegetation removal, water quality at the beaches, and other factors. Generally, the tide gate is opened in late winter and again in spring at least twice.

1.2 Background

The Permittee previously sought and received a Certification for nearly all of the Project's activities (RM: 407138; Place ID: 825733; Effective: February 2, 2017). Previously permitted maintenance activities included routine maintenance of public and private docks, sediment and debris removal, storm drain outfall structure repair, bank stabilization, aquatic vegetation harvesting, and beach sand replenishment. To date, only dock maintenance, aquatic vegetation harvesting, and beach sand replacement have been conducted under the existing permits. In addition to the previously permitted activities, the Project also includes sediment removal in tidal waters at the tidal lagoon inlet gate to restore flow capacity.

1.3 Construction Summary

Public Docks: There are several publicly owned docks within the lagoon that either need repair over the next five years or immediate removal. The Permittee will repair and replace the two docks at the Parkside Aquatic Park. The docks are each comprised of modular floating dock systems of three separate docks that are anchored to two wooden piers approximately 2 feet in diameter. The floating sections of the south end dock can be removed and repaired on land, and the dock at the north end will be replaced in its entirety. If piles need to be replaced, pre-cast concrete piles or secondary containment for poured piles will be used. All pile replacements, or over-water dock repairs, will incorporate the best management practices (BMPs) that were specified in the Application, including the use of silt curtains and booms.

Private Docks: The Project includes construction of up to five new private docks per year, and the repair, in-kind replacement, and minor extensions of existing private docks. New docks covered under this Certification will be designed and constructed in accordance with the Permittee's Building Department Dock Permit Program.¹ The Permittee anticipates a maximum of five new docks to be constructed each year, totaling 25 new docks over this Certification's timeframe, with four piles installed per new dock. The number of dock repair or replacement work is not known at this time.

The Dock Permit Program requires the use of pre-cast concrete piles or poured concrete piles surrounded by a high-density polyethylene secondary containment casing, to ensure a 30-day curing time and no contact with freshwater. In summer high-water conditions, the piles will be installed in water that is generally 2-3 feet, but no greater than 5-6 feet, in depth, depending on site conditions, with a barge- or aquamog-mounted pneumatic or hydraulic auger. The decking then will be framed over the piles. All dock decking must be constructed at a sufficient height above the lagoon's summer high water levels. Deck repair and installation typically will require several days to several weeks, depending on the extent of the work being conducted.

¹ The Permittee requires all private dock owners to have appropriate permits and to maintain their docks in good condition, managing repair, construction, and installation of private docks through their Dock Permit Program.

Sediment and Debris Removal: Regular sediment and debris removal will be conducted in several locations to maintain lagoon inlet flows and water quality. Accumulated and captured material will be removed with mechanical equipment and hand labor from the O'Neill Slough inlet gates, Laurel Creek, 16th Avenue Channel, 19th Avenue Channel, stormwater outfalls (59 total), and at the southern litter boom as needed. About 10 cubic yards of sediment, trash, and other material will be removed from the Bay side of the O'Neil Slough inlet gates in the first maintenance year, and only minor periodic maintenance is anticipated in subsequent years. All other sediment removal activities are expected to occur only once over the Project's 5-year timeframe. At the Permittee's known storm drain outfall sites, small amounts of accumulated mud, rocks, and debris will be cleared, and pipes and flapgates will be repaired² as needed, to maintain property capacity and operation. Repairs will be located in locations above the waterline or will be exposed during the low-water maintenance period. Dewatering is not anticipated as part of the storm drain outfall repair. Excavated sediment and other debris will be taken by barge or truck to the decant area located at Laguna Vista Park, a Permittee-owned parcel off Kimberly Way at the south end of the lagoon. The decant area is an undeveloped, disturbed site, located between Highway 101 and the lagoon, consisting of mostly compacted dirt.

The Permittee will also conduct aquatic vegetation harvesting on an annual basis. Excessive growth of widgeon grass and filamentous algae is removed via mechanical harvesters that are used intermittently in the lagoon from June through August. The mechanical harvesters cut the top portion of the widgeon grass and algae, leaving the lower portion growing on the lagoon bottom and avoiding substrate disturbance and preserving habitat benefits.

Bank Protection and Fence Installation: The Permittee will repair existing bank protection as needed and install new bank protection measures along the shoreline. Most of the lagoon is designed with a 5:1 horizontal to vertical side slopes, and much of the shoreline has been armored to protect against erosion. The Permittee will either supplement or replace existing riprap areas. Where new bank stabilization is necessary, the Permittee will implement bioengineered bank stabilization measures to the maximum extent practicable. Although no bank repair or protection areas are currently identified, the Project will repair up to 200 linear feet of shoreline per year and install no more than 50 linear feet of new bank protection measures. The Permittee will install new and maintain existing fences along established property lines on an annual basis.

Beach Sand Replenishment: Sand replacement typically occurs once a year at Parkside Aquatic Park and Lakeshore Park. Each beach has a concrete path on the upland side, and replenishment occurs below and to the side of the path. The sand is replenished this way to maintain a gradual transition from the walkway to the beach for safety reasons. Additional sand is placed around the children's play area at Parkside Aquatic Park. BMPs will be implemented during fence repairs or installation to protect water quality during construction.

² Repairs will be located in locations above the waterline or will be exposed during the low-water maintenance period.

2. Impacts to Waters of the State

The Water Board has independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project's watershed.

2.1 Fill and Discharge

The Project will temporarily and permanently impact approximately 0.39 acre and 0.06 acre of waters of the State, respectively, over the length of the five-year timeframe covered by this Certification, as shown in Tables 1 and 2.

Table 1: Summary of the Project's temporary impacts.

Activity	Aquatic Resource Type ³	Impact Type	Annual (Acres)	5-Yr Total (Acres)
Bank Protection Repair			0.05	0.23
Fence Construction Repair	Stream Channel and Riparian Habitat	N/A	<0.01	<0.01
O'Neil Slough Tide Gate			0.01	0.05
Sediment Removal			<0.01	<0.01
Storm drain Outfall Maintenance			N/A ⁴	0.05
16th Ave. Sediment Removal			N/A ⁴	0.04
19th Ave. Sediment Removal			N/A ⁴	0.02
Laurel Creek Sediment Removal				
Total			~0.06	~0.39

³This aquatic resource type is for accounting purposes.

⁴Sediment removal is expected to occur once at each location over the next five years.

Table 2: Summary of the Project's permanent impacts.

Activity	Aquatic Resource Type ³	Impact Type	Annual (Acres)	5-Yr Total (Acres)
New Dock Pile Construction	Lake	Permanent Loss	<0.01	<0.01
New Bank Protection		Degradation	0.01	0.05
New Fence Construction		Degradation	<0.01	<0.01
Total			~0.012	~0.06

3. Mitigation

The Permittee will mitigate the Project's temporary and permanent impacts to waters of the State. The Project's temporary impacts resulting from repairs to existing bank protection, repairs to fences, and sediment and debris removal, will be mitigated by the Permittee through an annual trash cleanup program implemented by the Permittee. The water quality benefits associated with the Project's aquatic vegetation removal will also mitigate the Project's temporary impacts. To mitigate the Project's permanent impacts to waters of the State from new dock installation,

including new pile installation, new bank protection, and new fence installation, the Permittee will enhance an approximately 0.3-acre area located between an existing trail and the shoreline in the northern portion of the Project site. The Permittee will remove and replace an approximately 0.3-acre-area of non-native vegetation, primarily ice plant (*Carpobrotus edulis*), with native vegetation. The mitigation area contains several existing trees, but all available land that is suitable for planting will be planted with native vegetation. The plantings in the mitigation area will be by native scrub species that are suitable for proliferation, and both locally common and available. The work will expand and enhance the existing riparian habitat and provide a transition zone not currently present. The shoreline fringe, where native salt grass (*Distichlis spicata*) occurs will not be planted. The mitigation area will be monitored for a five-year timeframe, and the Permittee will detail the trash cleanup efforts in the annual monitoring reports (see Conditions 18 to 23). No further mitigation is required.

4. California EcoAtlas

Regional, state, and national studies have determined that tracking of mitigation and restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. To effectively carry out the State's Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both losses and successes of mitigation and restoration projects affecting wetlands and other waters of the State. The Water Board must also track project performance in Bay Area creeks subject to routine repair and maintenance activities, such as recurring instabilities. Therefore, we adopted the digital interactive mapping tool called *EcoAtlas*.^[1] *EcoAtlas* is a web-based tool that integrates maps, project plans, site conditions, restoration efforts, and other elements on a project-by-project basis based on data inputs. Accordingly, we require the Permittee to upload their Project information to *EcoAtlas* with the *Project Tracker* tool at <https://ptrack.ecoatlas.org> (see Condition 9). The San Francisco Estuary Institute developed *EcoAtlas* and maintains detailed instructions for *Project Tracker* on its website at <https://ptrack.ecoatlas.org/instructions>.

5. CEQA Compliance

The Permittee, as lead agency, determined the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301, *Existing Facilities*. Accordingly, on July 7, 2021, the Permittee filed a Notice of Exemption (NOE) with the Officer of Planning and Research and the County Clerk of San Mateo County (State Clearinghouse No. 2021070131). The Water Board, as a responsible agency under CEQA, concurs that the Categorical Exemption is appropriate

6. Conditions

I, Thomas Mumley, Interim Executive Officer, do hereby issue this Order certifying that any discharge from the proposed Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the CWA, and with other applicable requirements of

^[1] Source: California Wetlands Monitoring Workgroup (CWMW). *EcoAtlas*. Accessed March 12, 2019. <https://www.ecoatlas.org>. CWMW includes SFEI, State Board, U.S. EPA-Region IX, and other agencies with similar goals to track effects of projects in wetlands and other aquatic habitats.

State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Order, including the following:

6.1 Regulatory Compliance and Work Windows

1. **Design Conformance.** The Project work shall be constructed in conformance with the Application materials and as described in this Certification. Any changes to the Project that may impact waters of the State must be accepted by the Executive Officer before they are implemented. To request Executive Officer acceptance, the Permittee shall submit the proposed revisions, clearly marked and described, to the attention of the Water Board staff listed on the cover page of this Certification. The Permittee shall not implement the proposed revisions until notified that they have been accepted by the Executive Officer;
2. **Special Status Species.** This Certification does not allow for the take, or incidental take, of any special status species. The Permittee shall request appropriate protocols prescribed from the United State Fish and Wildlife (USFWS) and/or National Marine Fisheries Service (NMFS) to ensure that Project activities do not impact the beneficial use of the Preservation of Rare and Endangered Species, and shall implement the provided protocols, as appropriate;
3. **Precipitation and Construction Planning.** Precipitation forecasts shall be considered when planning construction activities. The Permittee shall monitor the 72-hour forecast from the National Weather Service at <http://www.nws.noaa.gov>. When there is a forecast of more than 40% chance of rain, or at the onset of unanticipated precipitation, the Permittee shall remove all equipment from waters of the State, implement erosion and sediment control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs, straw), and cease all Project activities. If any construction activities will occur outside their respective work windows specified in Condition 4 after October 31, a Winterization Plan shall be submitted to the Executive Officer for review and acceptance and contain, but not be limited to, the following:
 - a) Activities and Timeline Description—for any proposed activity that will begin or end after October 1, the activity and its respective construction timeline, from start to finish, shall be described in detail.
 - b) Erosion Control Measures—all erosion control measures shall be described in detail, including, but not limited to, the type of erosion control measure and its material, implementation timeline, and best management practices to be used during and after implementation;
4. **Work Windows:** The Project activities may be initiated as follows, so long as the precipitation and construction planning requirements specified in this Certification (see Condition 3) and the precipitation requirement listed in the Application's materials are met:

- a) Sediment Removal, New Dock Installation using Poured Concrete, ~~Dock Repair, Bank Stabilization, Fence Repair and Installation,~~ and Beach Sand Replenishment: April 15 to October 31. The work window may be extended on a case-by-case basis. To request an extension of the work window for these Project activities, the Permittee must submit a written request for review and acceptable to Tahsa Sturgis at tahsa.sturgis@waterboards.ca.gov. The request shall be submitted at least two weeks prior to when work is expected to occur outside of the April 15 to October 31 work window and shall include the requirements in Condition 3 of this Certification as well as the other regulatory agencies that were contacted about the requested work extension. Minor debris removal that does not require excavation and is immediately necessary to prevent blocking inlets may be conducted any time of year. ~~Bank repairs that do not require excavation may be conducted any time of year.~~
- b) ~~Dock Repair, Bank Stabilization, and Fence Repair and Installation:~~ April 15 to October 31 or January 15 to February 15. The work for these activities may occur during the time when the reservoir is normally lowered during the annual drawdown period (January 15 to February 15), otherwise the work shall occur from April 15 to October 31. ~~Bank repairs that do not require excavation and fence repair and installation may be conducted any time of year.~~
- c) New Dock Installation using Precast Concrete: any time of year provided that the requirements in Condition 3 of this Certification are met and the Permittee's standard specification packet requirements are met.
- d) Aquatic Vegetation Harvesting: April 15 to October 31.

6.2 General Construction

- 5. **Discharge Prohibition.** No unauthorized construction-related materials or wastes shall be allowed to enter into or be placed where they may be washed by rainfall or runoff into waters of the State. When construction is completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be discharged to waters of the State;
- 6. **Equipment Maintenance Prohibition.** No fueling, cleaning, or maintenance of vehicles or equipment shall take place within waters of the State, or within any areas where an accidental discharge to waters of the State may occur; and construction materials and heavy equipment must be stored outside of waters of the State. When work within waters of the State is necessary, best management practices shall be implemented to prevent accidental discharges;
- 7. **Beneficial Use Impacts.** All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat; measures shall be employed to minimize disturbances along waters of the State that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation;

8. **Concrete Curing:** Concrete used in the Project shall be allowed to completely cure (a minimum of 28 days) or be treated with a sealant that is non-toxic to aquatic life before it comes into contact with flowing water (Note: Demonstration of non-toxicity to aquatic life may be evaluated by measuring survival of test organisms in a 96-hour bioassay. The bioassay should be performed according to the most up-to-date protocols in 40 CFR part 136, currently Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms, 5th Edition (EPA-821-R-02-012), including sample collection, handling, and preservation in accordance with U.S. EPA protocols). Only sealants that have been tested and found non-toxic to freshwater aquatic life, including benthic macro-invertebrates, may be used on concrete surfaces that may come into contact with flowing water. Any sealant that may be used must be approved by CDFW prior to use. Concrete will be considered to be cured when water poured over the surface of concrete consistently has a pH of less than 8.5;

6.3 Pre-Construction Reporting and Other Requirements

9. **EcoAtlas Form.** The Permittee shall input Project information into *EcoAtlas* no later than 14 days from this **Amended** Certification's issuance date, consistent with Section 4 herein. The Project information shall be added to the *Project Tracker* tool in *EcoAtlas* online at <https://ptrack.ecoatlas.org>. Instructions for adding information to *EcoAtlas* are available at <https://ptrack.ecoatlas.org/instructions>, or by contacting the Water Board staff listed on the cover page of this Certification. The Permittee shall notify the Water Board and submit documentation demonstrating the Project has been successfully added to EcoAtlas via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **EcoAtlas_445464_Marina Lagoon Routine Maintenance Project**;
10. **Commencement of Construction.** The Permittee shall submit a Start of Construction (SOC) Report acceptable to the Executive Officer **in each year that Project activities occur**. The SOC Report shall be submitted no later than seven days prior to start of initial ground disturbance activities **in a given Project year. The Permittee shall and** notify the Water Board at least 48 hours prior to initiating in-water work and any stream diversions. Notification may be via telephone, email, delivered written notice, or other verifiable means. The SOC Report shall be submitted in same timeframe specified herein for multiple construction seasons, ~~if necessary~~, via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **SOC_445464_Marina Lagoon Routine Maintenance Project**;
11. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of 4 photo-documentation points at each Project site where Project related impacts to waters of the State occur. The points shall be used to track the Project's construction impacts, the pre- and post-construction condition, and overall Project success. The Permittee shall prepare a site map with the photo-documentation points clearly marked. Prior to and following construction in each year where sediment and/or vegetation is removed ~~or the vegetation pilot program is~~

~~implemented~~, the Permittee shall photographically document the immediate pre- and post-Project condition at locations where impacts to waters of the State occur, including temporary impacts. These post-construction photographs and map shall be submitted, along with the as-built and construction completion reports (See Conditions 12 and 13);

6.4 Active Construction and Post-Construction Reporting Requirements

12. **As-Built Report.** The Permittee shall prepare an as-built report(s) acceptable to the Executive Officer in each year that Project activities occurred. The as-built report(s) shall be submitted to the Water Board no later than 60 days after completing Project construction activities in a given calendar year through the duration of the Project. The report(s) shall include a description of the areas of actual disturbance during Project construction and the photographs and map specified in Condition 11. The report(s) shall clearly identify and illustrate the Project activities that occurred in a given year, and the locations where impacts to waters of the State occurred. The Permittee shall submit one as-built report annually for all Project activities that occurred in that calendar year. The as-built report(s) shall include the 100 percent construction plans marked with the contractor's field notes that clearly depict any deviations made during construction from the designs reviewed by the Water Board. ~~If design plans are not available for a Project activity (e.g., fence repair and installation, sand beach replenishment, sediment removal at inlets), the photographs specified in Condition 11 and a narrative shall be submitted in lieu of an as-built report.~~ The as-built report(s) shall be sent with the annual monitoring reports (see Condition 23) via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **As-Built_445464_Marina Lagoon Routine Maintenance Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;
13. **Project Construction Completion Report.** The Permittee shall submit a Notice of Project Construction Completion (NOC) acceptable to the Executive Officer to notify the Water Board that the Project has been completed at the end of the 5-year period in which the Project will be occur. The ~~NOC Completion Notice~~ shall be submitted to the Water Board no later than 60 days after completing all Project construction activities in the final construction year. The ~~NOC Completion Notice shall include the as-built reports (see Condition 12), the post-construction photographs (see Condition 11),~~ the date of the first Project-related disturbance of waters of the State occurred, and the date the Project construction was completed ~~for each Project activity~~. The ~~NOC Completion Notice~~ shall be sent via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **NOC_445464_Marina Lagoon Routine Maintenance Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;

6.5 Dock Construction

14. **Dock Photographs:** Before commencing dock construction work, dock replacement work, and dock repair work, the Permittee shall establish a minimum of three (3)

photo-documentation points at any location where public or private dock work occurs, including new dock construction, dock replacement work, and dock repair work. The points shall be used to track the Permittee's compliance with the Certification. The Permittee shall prepare a site map with the photo-documentation points clearly marked. Prior to and following construction, the Permittee shall photographically document the immediate pre- and -post construction condition of the sites where dock work is being conducted. These post-construction photographs and map shall be submitted to the Water Board at the end of each year of the Certification's coverage (See Condition 23);

15. **Dock Specification Packet**: If revised during the timeframe covered by this Certification, the Permittee shall submit the revised standard Dock Specification Packet to the Executive Officer for review and acceptance for consistency with the activities covered in this Certification. The Executive Officer must accept the revised Dock Specification Packet, as it relates to this Certification, prior to the construction of new or replaced private and public docks adhering to the revised Dock Specification Packet;
16. **Private Dock Design**: Newly constructed or replaced private and public docks shall meet the requirements set forth by the Permittee, and specified in this Certification, including size restrictions stated in the Permittee's standard Dock Specification Packet (See Condition 15). New dock construction is limited to a maximum of five per year and a total of 25 over the 5-year Certification timeframe;
17. **Individual Dock Certifications**: If the requirements in Condition 16 are not met, the work is not covered by this Certification, and the Permittee shall instruct the dock owner to apply to the Corps, Water Board, and the California Department of Fish and Wildlife (CDFW) for all necessary permits on an individual basis;

6.6 Mitigation and Monitoring Requirements

18. **Monitoring and Monitoring Requirements**. The Permittee shall monitor the areas impacted by the Project throughout the duration of the Project (5 years) and submit annual monitoring reports to the Water Board (see Condition 23) to verify the Project's impacts and to demonstrate beneficial uses have not been adversely affected. The Permittee shall also monitor the mitigation area for a minimum five-year period to verify the Project impacts have been sufficiently and appropriately mitigated. The annual monitoring reports shall also include an appendix summarizing the Project's annual activities and impacts to waters of the State as well as the condition of the areas that were impacted (see Condition 23). If any signs of instability or excessive erosion are observed at the site, the Permittee shall document these observations in the annual reports and make recommendations for corrective actions, as necessary (see Condition 22). If any adverse impacts to waters of the State are observed during the monitoring period, compensatory mitigation may be required by the Executive Officer, including, but not limited to, extension of the monitoring period;

19. **Mitigation Monitoring Plan:** The Permittee shall ~~revise~~ implement the mitigation and monitoring in accordance with the mitigation plan included in the Application materials, and as clarified on March 22, 2022, that the mitigation area will be irrigated in perpetuity, ~~to include achievable performance and final success criteria, which indicate the mitigation project is successful, for the five-year monitoring period.~~ Any The revisions to the mitigation plan shall be submitted to the Executive Officer for review and acceptance ~~not later than 60 days following this Certification's issuance date,~~ and the plan shall not be implemented until the Executive Officer notifies the Permittee that the plan is acceptable;
20. **Mitigation Performance Criteria.** The Permittee shall evaluate the mitigation area's performance and success during the monitoring period by using the annual performance criteria in the Application materials, as revised, and as described herein. The performance criteria (e.g., plant survival, plant vigor, vegetative cover, invasive species) shall be used to track the mitigation area's annual progress towards meeting the final success criteria in the final monitoring year (see Condition 21). To demonstrate the mitigation plantings have become successfully established, no irrigation shall be used in the last two years of monitoring. If the performance criteria are not met, the Permittee shall describe the deficiencies that led to the underperformance and recommend corrective actions, as necessary, to ensure the final success criteria are met in the final monitoring year (see Condition 22);
21. **Final Success Criteria.** The Project's mitigation shall be considered successful if the Executive Officer determines the final success criteria specified in revised mitigation plan (see Condition 19) have been met in the final monitoring year's annual report and no adverse impacts to waters of the State have otherwise occurred. The Permittee shall demonstrate the mitigation area is successful in the final monitoring year by meeting the mitigation's final success criteria. The final success criteria shall be the performance criteria established for the final monitoring year specified in the Application. The Permittee shall also demonstrate that the mitigation plantings have been successfully established and are not reliant on irrigation (see Condition 20);
22. **Corrective Actions.** If any signs of instability or excessive erosion are observed along the areas impacted at the Project site, the Permittee shall document these observations in the annual reports and make corrective action recommendations, as necessary. After receipt of an annual monitoring report, if corrective actions are determined necessary by the Executive Officer, the Permittee shall be required to re-submit the corresponding annual report to include corrective actions or revise recommended corrective actions that were previously proposed or accepted by the Executive Officer;
23. **Annual Monitoring Reports.** The Permittee shall submit annual monitoring reports, acceptable to the Executive Officer, by January 31 following each monitoring year. The first monitoring year commences in the calendar year of the Project's first year of activities. At the time of this Certification and Order, the Project is anticipated to commence in 2022. Therefore, the first annual monitoring report shall be due on

January 31, 2023, unless the Project is completed at a different time. Annual reports shall include, but not be limited to, the following:

- a) Photographs: photographs taken during the monitoring year from the photo-documentation points specified in Conditions 11 and 14 shall be included in each annual monitoring report, and updated as appropriate. The photographs shall include captions with respect to the photograph's point of view, direction of flow, locations of Project activities, location of the photo-documentation point, and date photographed.
- b) Activities and Impacts: the Project activities completed in the monitoring year and their respective impacts to waters of the State shall be included in each annual monitoring report. The final monitoring report shall include all Project activities and their impacts for the duration of the Project. The monitoring reports shall also reference the activities and impacts in relation to the limits covered in this Certification. If limits for any Project activity are exceeded, the Permittee may need to submit a report of waste discharge and shall be required to provide compensatory mitigation for the impacts to waters of the State that exceed the limits authorized in this Certification. As-built reports and photographs for construction activities shall be included in the annual report. Starting in the second monitoring year, previous as-built reports and photographs shall be included in the monitoring report's appendices.
- c) Mitigation Projects: the Permittee shall include the status of the mitigation project in each annual report, including the performance and final success criteria, as applicable, specified herein.
- d) Environmental Drivers: each monitoring report shall describe the unusually low and large precipitation events that occurred at the site during the monitoring year. The effects of the ~~Project and~~ environmental drivers (e.g., precipitation events, drought events) on site conditions shall be described in reference to the ~~monitoring year's precipitation events~~ relevant Project activities.
- e) Cumulative Monitoring: each annual report shall summarize all data from previous monitoring reports in addition to the current year's monitoring data, including the need for, and implementation of, any remedial actions. Monitoring data may include all relevant qualitative and quantitative data necessary to determine whether the site is stable. The final monitoring report shall document whether the temporarily impacted areas were restored to their pre-Project condition.

The overall Project and mitigation success shall be determined by, and acceptable to, the Executive Officer. If monitoring indicates that beneficial uses have been, or have the potential to be, adversely affected, the Permittee shall, in consultation with the appropriate agencies, identify remedial measures to be undertaken, including compensatory mitigation and extension of the monitoring and reporting period until the final success criteria are met. If a Corrective Action Plan is

required and approved by the Executive Officer, the Permittee shall implement all remedial measures identified therein. Annual monitoring reports shall be submitted via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see the address on the letterhead), and include **AMR_445464_Marina Lagoon Routine Maintenance Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;

6.7 Administrative and General Compliance

24. **Site Access.** The Permittee shall grant Water Board staff or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to: (1) enter upon the Project site or compensatory mitigation site(s) where a regulated facility or activity is located or conducted, or where records are kept; (2) have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order; (3) inspect any facilities, equipment, practices, or operations regulated or required under this Order; and (4) sample or monitor for the purposes of assuring Order compliance;
25. **Certification and Order at Site.** A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors;
26. **Ownership Change Notification.** The Permittee shall provide a signed and dated notification to the Water Board of any change in ownership or interest in ownership of any Project area at least 10 days prior to the transfer of ownership. The purchaser shall also submit a written request to the Water Board to be named as the permittee in an amended order. Until this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order;
27. **Water Quality Violations Notification.** The Permittee shall notify the Water Board of any violations of water quality standards, along with the cause of such violations, as soon as practicable (ideally within 24 hours). Notification may be via telephone, email, delivered written notice, or other verifiable means;
28. **Discharge Change Notification.** In accordance with Water Code section 13260, the Permittee shall file with the Water Board a report of any material change or proposed change in the ownership, character, location, or quantity of this waste discharge. Any proposed material change in operation shall be reported to the Executive Officer at least 30 days in advance of the proposed implementation of any change. Changes to discharges include, but are not be limited to, significant new soil disturbances, proposed expansions of development, or any change in drainage characteristics at the Project site. For the purpose of this Order, this includes any proposed change in the boundaries of the area of wetland/waters of the State to be impacted;

29. **Submittal of Reports.** Where this Certification requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;
30. **Individual Waste Discharge Requirements.** Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to Water Code sections 13263 and/or 13377 and California Code of Regulations, Title 23 (23 CCR) section 3857;
31. **Expiration.** This Order shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

6.8 Standard Conditions

32. **Certification and Order Modification.** This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code sections 13320 and 13330 and 23 CCR section 3867;
33. **Hydroelectric Facilities.** This Order does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought;
34. **Application Fee.** This Certification and Order is conditioned upon full payment of the required fee, including annual fees, as set forth in 23 CCR section 3833. The required \$8,286, calculated using the 2020/2021 Water Quality Certification Dredge and Fill Application Fee Calculator, Category A– *Fill and Excavation Discharges*, was received by the Water Board in two payments: \$2,066 on October 25, 2021, and \$6,220 on February 3, 2022;

6.9 Annual Fees

35. **Annual Fee.** In accordance with 23 CCR section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project construction activities are completed and an acceptable Notice of Project Construction Completion is received by the Water Board. If monitoring is required, the Permittee shall pay an annual fee to the Water Board until monitoring activities are completed and an acceptable Notice of Mitigation Monitoring Completion is received by the Water Board (Note: the Annual Post Discharge Monitoring Fee may be changed by the State Water Board; at the time of Certification it was \$2,031 per year for Category A projects). Annual fees will be automatically invoiced to the Permittee. **The Permittee must notify the Water Board at Project and/or mitigation completion with a final report in order to request to terminate annual billing.** Notification shall reference NMMC_ 445464_ Marina Lagoon Routine Maintenance Project and should be sent to the staff listed at the bottom of this Certification and to RB2-401Reports@waterboards.ca.gov. Water Board staff will

verify the conditions of the Certification have been met and may request a site visit at that time to confirm the Project's status and compliance with the Certification.

This Order applies to the Project as proposed in the application materials and designs referenced above in the conditions of Certification. Be advised that failure to implement the Project in conformance with this Order is a violation of this Certification. Any violation of Certification conditions is a violation of State law and subject to administrative civil liability pursuant to Water Code sections 13350, 13385, or 13399.2. Failure to meet any condition of this Certification may subject the Permittee to civil liability imposed by the Water Board to a maximum of \$25,000 per day of violation and/or \$25 for each gallon of waste discharged in violation of this action above 1000 gallons. Any requirement for a report made as a condition to this Certification (e.g., conditions 3, 9-23 and 26-28) is a formal requirement pursuant to Water Code sections 13267 and 13383, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in Water Code section 13268 and criminal liability under 13387. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements.

If you have any questions concerning this Order, please contact Tahsa Sturgis of my staff at (510) 622-2316 or tahsa.sturgis@waterboards.ca.gov. All future correspondence regarding this Project should reference **RM 445464** indicated at the top of this letter.

Sincerely,

for Thomas Mumley
Interim Executive Officer

cc: SWRCB, DWQ, stateboard401@waterboards.ca.gov
Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
CDFW, Will Kanz, will.kanz@wildlife.ca.gov
U.S. EPA, Region IX:
Region IX Mailbox, r9cwa401@epa.gov
Jennifer Siu, siu.jennifer@epa.gov
Corps, SF Regulatory Branch, Katerina Galacatos, katerina.galacatos@usace.army.mil



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



January 26, 2022

Sarah Scheidt
City of San Mateo Public Works Department
330 West 20th Avenue
San Mateo, California 94403

Dear Ms. Scheidt:

Amendment of Lake or Streambed Alteration, Notification No. 1600-2013-0268-R3, Marina Lagoon General Maintenance Project

The California Department of Fish and Wildlife (CDFW) has received your request to amend Lake or Streambed Alteration Agreement 1600-2013-0268-R3 (Agreement) and the required fee in the amount of \$1,572.50 for a major amendment. Your request to amend the routine maintenance Agreement includes adding work activities to the project description and modifying the work season:

- Additional sediment removal to restore flow capacity into the Lagoon at the 16th Avenue Channel gate and O'Neil Slough tide gate (in tidal waters).
- At the 16th Avenue Channel, additional sediment removal will occur 75 feet upstream of the lagoon gate, in a trapezoidal, concrete-lined channel approximately 50 feet in width near top of bank with a narrower bottom width. Accumulated sediment is approximately 3 feet deep. Sediment removal at this location will occur once during the proposed Project's 5-year term, for an estimated total of 500 cubic yards. Sediment removal will be done with an excavator with a standard or long-reach arm stationed on land.
- At O'Neil Slough tide gate the Project will remove 10 cubic yards of sediment, and trash from the Bay side of the O'Neil Slough inlet gates in the first year. Up to 6 cubic yards of sediment will be removed in subsequent years. Sediment and debris removal will be limited to the cement inlet gate structure bounded by wingwalls and a cement floor, an area of 400 square feet or 0.01 acres. No removal will occur outside of the developed footprint. Sediment removal will only occur during low tide to minimize disturbance of adjacent sediment and performed using an excavator with standard or long-reach arm stationed above the O'Neil Slough inlet. Work is anticipated to require one to two days of excavation and is expected to occur one per year during September or October.
- Stormdrain outfall repair is needed to maintain proper function for stormwater flows. At stormdrain outfall locations, no more than a total of 40 cubic yards will be removed per year. At several of the City's 59 known stormdrain outfall sites, small amounts of accumulated mud, rocks and debris will be cleared, and pipes/flapgates repaired as needed, to maintain proper capacity and operation. Repairs will not be conducted in-water as outfalls are either located above the waterline or will be exposed during the low-water maintenance period. No dewatering will be done as part of stormdrain outfall repair.
- An additional 20 linear feet of new fence construction per year is allowed under this amendment. This brings the total new fence construction per year to 40 linear feet.

Sarah Scheidt
January 26, 2022
Page 2 of 2

- An all around work window for all maintenance activities, except for new dock structures and sediment removal in tidal habitat. Dock repair work will occur year-round.

CDFW hereby agrees to amend the agreement with addition of the following conditions:

2.1. Seasonal Work Period for Dredging, New Dock Installation using Poured Concrete and Beach Sand Replenishment. To avoid or minimize adverse impacts to fish and wildlife and their habitats, work within the Lagoon for these activities shall be limited to April 15 to October 31. The work window may be extended via written request and written CDFW approval (Will.Kanz@wildlife.ca.gov). Work period extension request must be submitted two weeks prior to when work is expected to occur outside of the April 15 to October 31 work window.

All other conditions in the Agreement remain in effect unless otherwise noted herein.

Please sign and return one copy of this letter to acknowledge the amendment. Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Will Kanz, Environmental Scientist at (707) 337-1187 or by email at Will.Kanz@wildlife.ca.gov.

Sincerely,

Craig Weightman, Environmental Program Manager

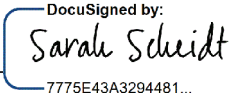
ec: California Department of Fish and Wildlife

Wesley Stokes, Senior Environmental Scientists (Supervisor)
Wesley.Stokes@wildlife.ca.gov

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Print Name: Sarah Scheidt Date: 1/26/2022

Signature:  7775E43A3294481...



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



October 5, 2021

Sarah Scheidt
City of San Mateo Public Works Department
330 West 20th Street
San Mateo, California 94403

Dear Ms. Scheidt:

Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2013-0268-R3, Marina Lagoon General Maintenance Project

The California Department of Fish and Wildlife (CDFW) received your request to extend Lake or Streambed Alteration Agreement (Agreement) and extension fee, for the above referenced agreement. CDFW hereby grants your request to extend the Agreement expiration from December 31, 2021, to December 31, 2026. All other conditions in the original Agreement remain in effect.

Copies of the original Agreement and this letter must be readily available at project worksites and must be presented when requested by a CDFW representative or other agency with inspection authority.

If you have any questions regarding this letter, please contact Will Kanz, Environmental Scientist at (707) 337-1187 or by email at Will.Kanz@wildlife.ca.gov.

Sincerely,

DocuSigned by:
A stylized signature of Craig Weightman in blue ink.
7988F6C4FDC24F2...

Craig Weightman, Environmental Program Manager

cc: California Department of Fish and Wildlife

Will Kanz, Environmental Scientist
Will.Kanz@wildlife.ca.gov

Wesley Stokes, Senior Environmental Specialist (Supervisor)
Wesley.Stokes@wildlife.ca.gov



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
(707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



January 17, 2017

Brad Underwood
City of San Mateo Public Works Department
330 West 20th Street
San Mateo, CA 94403

Dear Mr. Underwood:

**Final Lake or Streambed Alteration Agreement, Notification No. 1600-2013-0268-R3,
Marina Lagoon General Maintenance Project**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Marina Lagoon General Maintenance Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Randi Adair, Senior Environmental Scientist (Supervisory) at (707) 576-2786 or by email at randi.adair@wildlife.ca.gov.

Sincerely,

Craig J. Weightman, Environmental Program Manager

cc: Simon Environmental Planning
Susan Simon
simonenvironmental@gmail.com

California Department of Fish and Wildlife
Lieutenant James Ober
James.ober@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BAY DELTA REGION
7329 SILVERADO TRAIL
NAPA, CALIFORNIA 94558
(707) 944-5500

WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 1600-2013-0268-R3
MARINA LAGOON

CITY OF SAN MATEO
MARINA LAGOON GENERAL MAINTENANCE PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of San Mateo (Permittee) as represented by Brad Underwood.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on July 3, 2013 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW 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

This Agreement authorizes routine maintenance in the 185-acre Marina Lagoon, which was historically a portion of Seal Slough, located between East 3rd Avenue to the north and Marine Parkway to the south; in the City of San Mateo, County of San Mateo, State of California; most northern Latitude 37°34'07"N and Longitude 122°17'32"N and most southern Latitude 37°32'02"N and Longitude 122°16'37"N.

PROJECT DESCRIPTION

Under this Agreement, Permittee will conduct "routine maintenance activities", defined

as periodic activities necessary to restore the inflow into Marina Lagoon (Lagoon) to maintain the water transport and storage capacity of the Lagoon and to maintain and/or repair existing infrastructure, docks and park areas surrounding the Lagoon.

The Lagoon was historically a tidal slough connected to San Francisco Bay, but was diked and dredged to create a lagoon to function as flood-control relief for low elevation areas and a recreational boating lake. The water levels in the Lagoon are highly regulated and never fluctuate more than a few feet throughout the year. During the month of January the Lagoon is lowered 3.5 feet to facilitate maintenance work on the docks and shoreline. Water intake and release is controlled by the use of intake gates on the lagoon's south end at O'Neill Slough and by the Marina Lagoon Pump Station on the north end where the lagoon outlets to the San Francisco Bay. Numerous small underground storm drains transport runoff from urban areas in San Mateo and Foster City situated on the east side of the lagoon.

The Lagoon complex comprises four minor watersheds including 16th Avenue and 19th Avenue drainages, Laurel Creek and Direct Marina Lagoon Drainage. These watersheds are located in the southern two-thirds of San Mateo. The complex is a watershed of 10 square miles originating in the western hills of San Mateo and Belmont and draining into the Lagoon. Peak storm flows from the western hills are controlled by three dams on Laurel Creek. The watershed is almost entirely urbanized with the exception of Sugarloaf Mountain.

Routine maintenance activities authorized under this Agreement are limited to the following:

1. Docks and Ramps

Construction, maintenance and improvement of public and private individual boat docks and ramps and pile-supported boardwalks on both banks of Marina Lagoon.

Public Docks

Parkside Aquatic Park is owned by the Permittee and contains a public boat launch facility and public dock. Park amenities include a public beach, picnic area and play area. There are two boat ramps, one for public use and the other for the Harbor Master's boats. The park contains four docks; three at the south end and one at the north end. The docks at the south end facilitate the launching of boats from the boat ramps and are floating docks. The dock at the north end of the park is a fixed dock.

The floating sections of the south end docks will be removed and repaired on land. If piles need to be replaced, pre-cast concrete piles or secondary containment for poured piles will be used. Due to safety concerns, the north end dock will be removed in its entirety and will not be replaced.

Private Docks

The Lagoon is surrounded by high density residential areas and several of the shoreline parcels have private docks or the right to own one. Currently, there are approximately 300 private docks. The current Standard Plan issued by the San Mateo City Building Division permit approves only fixed wooden docks with concrete piers.

The City of San Mateo's Dock Information Packet Standards requires the use of pre-cast concrete piles or a secondary containment system. This will ensure that no freshly poured concrete will come in contact with the water for at least 30 days. Typically, poured piles will be concrete surrounded by a high density polyethylene (HDPE) secondary containment casing. The piles will be installed from a barge or aquamog equipped with an auger. The auger is used to drill the HDPE form in the lagoon bottom, driven to a minimum depth of six feet. The concrete is poured after the form has been driven into the lagoon bottom. The decking is then framed over the piles.

A turbidity curtain will be installed in the water surrounding the work area to prevent the migration of construction materials and debris from the work site. The barge or aquamog will access the water from Parkside Aquatic Park. As per City of San Mateo Standard Plan, the decking will be constructed above the summer high water levels.

The repair, replacement in-kind, and minor extensions of existing privately owned docks can be completed with the following restrictions:

- No more than five new docks shall be constructed each year.
- Pressure-treated wood shall not be used for any dock.

2. Sediment Removal from Stormwater Outfalls

Yearly maintenance dredging to remove the accumulation and alluvial material in front of the 19th Avenue Creek inlet located just north of Lakeshore Park and the Laurel Creek inlet on the southern side of the Lagoon.

Laurel Creek and 19th Avenue Creek are freshwater streams discharging to the Lagoon primarily during the winter months. Silt, sediment and debris will be dredged and removed from the Lagoon until it reaches original design depth of six feet. Dredging will be done with an Aquamog equipped with a small sealed 12 cubic yard (cy) clambucket to scoop material directly onto a low draft barge for transport to the access area and staging area at Parkside Aquatic Park. The barge will transport the material to the park where it will be removed by an excavator to sealed 10-wheeled trucks. The material will then be transported for dewatering to an upland area in Laguna Vista Park at the south end of the

Lagoon. After transport an excavator will stockpile material in a holding area designed to dewater solids via infiltration, surrounded by K-rails and straw waddles. A silt fence will be installed surrounding the exterior straw waddle to act as an additional runoff control measure. The dredged material will be dumped in the containment area and the decant water will be captured, settled, and discharged for infiltration. The material will be piled and aerated to remove any remaining water to facilitate offhaul and final disposal.

Sediment may be removed during the work window specified below, with the following restrictions:

- Sediment, vegetation or debris may be removed with mechanized equipment.
- Removal of up to a maximum 750 cubic yards (cy) per outfall per year is covered under this Agreement.

3. Aquatic Vegetation Harvesting

Mechanical harvesters are used intermittently in the Lagoon throughout the late spring and summer (June through August), primarily for the control of nuisance widgeon grass and filamentous algae that interfere with safe boating, water quality, and water flow. Harvesting removes nuisance biomass from the lagoon, thereby helping to reduce a nutrient source. This is a significant benefit to the overall health of the lagoon, which is impaired by Fecal Indicator Bacteria (FIB). The accumulation of biomass promotes and harbors bacteria, including FIB; as well as promoting reduced dissolved oxygen during the cooler evenings. This integrated approach to nuisance algae management helps minimize potential adverse environmental impacts from pesticide use. Harvesting is an efficient means of vegetation and algae control, especially in the open waters throughout the center of the lagoon where the vessels can operate without obstruction. Harvesters cannot work close to the shorelines due to shallow waters, and therefore do not operate in the far southern end of the lagoon near saline emergent wetlands. Approximately 188 cubic yards of nuisance vegetation from lagoon waters between June and August, 2016 were harvested. The amount of vegetation harvested per year fluctuates greatly due to seasonal variations from year to year.

Harvesting equipment is mobilized to the site in May. All equipment is cleaned, dried, and inspected according to the contractor's Aquatic Invasive Species – Hazard Analysis and Critical Control Point Plan (AIS-HACCPP). Once the harvester arrives at the lagoon it does not leave the site until September when it returns to their yard. The vessels are staged and launched from the Hillsdale boat launch area which consists of a gated lot and concrete boat ramp. Harvested material is stockpiled and allowed to dewater at the Hillsdale Launch

ramp before it is transported to a landfill for green-waste disposal within 48 hours.

4. Bank Protection

Most of the lagoon is designed with a 5:1 horizontal to vertical side slopes. Periodically, there are areas where existing bank armoring has been undermined and needs to be repaired. There are also areas that need bank protection where the shoreline has been eroded and exposed. The eroded shoreline areas are in locations where wave action is increased from motorboat activity. The typical bank protection material used in the lagoon is quarter ton angular rock.

Access for slope construction and repair will be from upland areas, if accessible, or from the water. If access is from the water, the material will be transported to the site by a barge. Depending on the material's size, it will be placed by hand or by an aquamog. Before any material is set, a layer of 16-ounce filter fabric will be placed on the slope to prevent the loss of slope material through void spaces. Before any work begins, a silt fence will be installed in the water on the downslope side of construction. Water access and staging will be from the boat ramp and parking lot at Parkside Aquatic Park.

Repair, Replace or Maintain Existing Bank Protection

Replacement or repair of existing damaged or failed sections of rock riprap bank stabilization with the following restrictions:

- Placement of rip-rap above or below failed sections of structures to aid in integrity of those structures. Riprap of proper size and weight to withstand wave action will be set below grade and keyed into the bank.
- Work will be confined to the damaged or failed sections and immediate adjacent bank area affected by the damage failure.
- Other bank stabilization measures that may be employed include broadcast and hydro-seeding, riparian/marsh vegetation planting and other bioengineering techniques.
- Saltmarsh vegetation shall be protected from damage to the greatest extent possible during repair and replacement.
- This activity does not include any new project sites which may need structural repair (for e.g. placement of new riprap or a new retaining wall where these structures have not been installed).

New Bank Protection

New bank stabilization will occur with the following restrictions:

- All new bank stabilization will incorporate bioengineering techniques only or biotechnical techniques if bioengineering is infeasible.

5. Fences

Construction, maintenance and improvement of fences along established property lines. Several private shoreline parcels have fences protruding below the Lagoon's summer high water level.

Construction of New Fences

New fences will be constructed with the following restrictions:

- No new fences will be constructed below the point on the shoreline intersected by the plane of the summer high water level
- Up to 20 linear feet of new fence shall be installed per year

Existing Fences

Repair, improvement and maintenance of existing fences will occur with the following restrictions:

- Up to 40 linear feet of fence repairs per year

6. Beach Sand Replenishment:

Sand replacement typically occurs once a year at Parkside Aquatic Park and Lakeshore Park. Each beach has a concrete path on the upland side and replenishment occurs below and to the side of the path. The sand is replenished this way to maintain a gradual transition from the walkway to the beach for safety reasons. Additional sand is placed around the children's play area at Parkside Aquatic Park.

The concrete path is approximately 120 feet from the shoreline at Parkside Aquatic Park and 100 feet from the shoreline at Lakeshore Park. Sand is never replenished at the shoreline. Staging and access is located in the parking lot areas of each park. Replenishment will be 20-mesh Bay reclaimed sand. The sand will be spread by hand or an excavator.

Beach replenishment will occur with the following restrictions:

- Beach replenishment shall occur once per year.
- Only hand tools shall be used to spread the sand when within 50 feet of the shoreline.

7. Debris Removal

A litter boom is installed at the southern end of the Lagoon to collect debris flowing in from the Laurel Creek and O'Neil Slough inlets. This debris will be removed as needed. Typical materials that are collected behind the boom are wood, recyclables, and trash. An airboat will be used to remove the material and transport it to a City owned waste container at Parkside Aquatic Park. The airboat will access the lagoon from the boat ramps at Parkside Aquatic Park. The City anticipates boom cleaning to occur once approximately every 4 months.

PROJECT IMPACTS

Existing fish or wildlife resources the routine maintenance activities could potentially substantially adversely affect include:

- Green sturgeon (*Acipenser medirostris*) listed as threatened under Endangered Species Act (ESA) and a state Species of Special Concern (SSC);
- Nearshore marine fish species such as surfperch (Embiotocidae), topsmelt (*Atherinops affinis*), sculpin, and rays and sharks (Elasmobranchii);
- Saltmarsh wandering shrew (*Sorex vagrans halicoetes*), a SSC;
- Migratory, nesting and foraging waterfowl;
- Foraging Ridgeway's rail (*Rallus obsoletus*, formerly California clapper rail), listed as endangered under the CESA and ESA and fully protected under the FGC;
- Saltmarsh common yellowthroat (*Geothlypis trichas sinuosa*), a SSC;
- Alameda song sparrow (*Melospiza melodia pusillula*), a SSC;
- Foraging California black rail (*Laterallus jamaicensis coturniculus*), listed as endangered under CESA and ESA and fully protected under the FGC;
- Coastal marsh milk-vetch (*Astragalus pycnostachyus var pycnostachyus*) designated as a Rare Plant Rank (RPR) 1B;
- Point Reyes Bird's-beak (*Chloropyron maritimum ssp. polustre*), designated as RPR 1B;
- California seablite (*Suaeda californica*), listed as Endangered under ESA and designated as RPR 1B;
- Saline clover (*Trifolium hydrophium*), designated as RPR 1B;
- Temporary impacts to open water;
- Saline emergent wetlands

The adverse effects the project could potentially have on the fish or wildlife resources identified above, without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include:

- Potential increase in sediment transport during project activities;
- Increase in turbidity during project activities;
- Disruption to nesting and foraging birds;
- Colonization by exotic plant or animal species;

- Direct impacts from dredging on benthic organisms,
- Long-term release of contaminants.

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 CDFW 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 CDFW 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. CDFW shall be notified at Suzanne Deleon, at suzanne.deleon@wildlife.ca.gov, (831) 440-9433, or if unavailable, through contact with the CDFW Bay Delta Regional Office by mail, phone (707-944-5500) or fax (707-944-5553). In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the work site(s) at any time to inspect routine maintenance activities performed and to verify compliance with this Agreement. 24-hour notice will be provided to private dock owners prior to inspections.
- 1.5 Additional Measures. As a result of any field inspection, CDFW may require that additional measures be applied to specific activities to protect sensitive biological resources. Such measures may be amended into this Agreement with the agreement of both parties, or if an exception to authorized activities is identified, Permittee may be asked to submit separate written notification to CDFW pursuant to Condition 1.7, below.
- 1.6 Authorized Routine Maintenance Activities. Only those activities specifically described in the Project Description shall be conducted under this Agreement.

- 1.7 Exceptions to Authorized Activities. Permittee shall submit separate written notification (Forms FG 2023 and FG 2024) pursuant to Section 1602 of the FGC, together with the required fee prescribed in the CDFW Streambed Alteration Agreement fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where one or more of the following conditions apply:

The proposed work does not meet the criteria established for routine maintenance activities in the Project Description of this Agreement;

The nature of the proposed work is substantially modified from the work described in the Project Description of this Agreement;

CDFW advises Permittee that conditions affecting fish and wildlife resources have substantially changed at a specified work site or that such resources would be adversely affected by the proposed maintenance activity; and/or;

The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.

- 1.8 CDFW-Approved Qualified Biologist(s) and Biological Monitor(s). Within a minimum of 30 days prior to initiating special-status surveys within the project area, Permittee shall submit to CDFW for approval, the names and resumes of all biologists and biological monitors involved in conducting surveys and/or monitoring work.

A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the routine maintenance project area.

A biological monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project, experience with construction-level biological monitoring, be able to recognize species that may be present within the routine maintenance project area, and be familiar with the habits and behavior of those species.

- 1.9 Unauthorized Take. This Agreement does not authorize the take of any State or federally listed threatened species, endangered species, Species of Special Concern or candidate species. If CDFW determines, or Permittee finds, that there are such species on the work site, Permittee shall notify CDFW and/or US Fish and Wildlife Service (USFWS), as appropriate. Permittee shall immediately cease work until CDFW and other applicable agencies deem that the concern

over special status species has been resolved. This Agreement does not authorize capture and/or handling of listed species.

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.

Work Periods

- 2.1 Seasonal Work Period for Dredging, New Dock Installation using Poured Concrete and Beach Sand Replenishment. To avoid or minimize adverse impacts to fish and wildlife and their habitats, work within the Lagoon for these activities shall be limited to April 15 to October 31.
- 2.2 Seasonal Work Period for Dock Repair, Bank Stabilization, Fence Repair and Installation. The work for these activities may occur during the time when the reservoir is normally lowered during the annual drawdown period from January 15 to February 15 to facilitate access and repairs. If not completed during this drawdown period, then the Seasonal Work Period as stated in Measure 2.1 shall be followed. All weather forecast and precipitation measures shall be followed.
- 2.3 Seasonal Work Period for New Dock Installation using Precast Concrete. New dock installation using precast concrete may be conducted at any time provided that the homeowners follow the requirements of the standard specification packet issued by the City of San Mateo.
- 2.4 Seasonal Work Period for Debris Removal. Minor debris removal that does not require excavation, and that is immediately necessary to prevent blocking the inlets, may be conducted at any time.
- 2.5 Seasonal Work Period for Activities near Joinville Park. To avoid impacts to saltmarsh dependent species, any work conducted within 700 feet of Joinville Park shall be conducted from September 1 to October 15.
- 2.6 Seasonal Work Period for Revegetation. Revegetation work, using hand tools, may occur year-round.
- 2.7 Completion by End of Seasonal Work Period. The sediment removal and new dock installation using poured concrete shall not be initiated unless there is a high likelihood that it can be completed before the end of the seasonal work window designated in Measure 2.1. After September 15 of each year, projects that have not been started or are still underway shall be evaluated to ensure they can be completed before the end of the seasonal work period. Those projects

unlikely to be completed before the end of the seasonal work windows shall not be started.

- 2.8 Work Period Modification. If Permittee needs more time to complete project activities, work may be authorized outside of the work period as stated in Measure 2.1 and 2.2 and extended on a day-to-day basis by CDFW representative, Suzanne DeLeón, at suzanne.deleon@wildlife.ca.gov, (831) 440-9433, or if unavailable, through contact with the CDFW Bay Delta Regional Office by mail, phone (707-944-5500) or fax (707-944-5553). Permittee shall submit a written request for a work period variance to CDFW for approval at least seven (7) calendar days prior to October 31. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period and may require additional measures to protect fish and wildlife resources as a condition for granting the variance. Any additional measures shall be made part of this Agreement.

Construction Measures

- 2.9 Work During Dry Period Only. Work within the Lagoon shall be restricted to periods of low rainfall (less than ¼ inch of rain in a 24-hour period) and dry weather as allowed during the work periods specified above. In addition, no work shall occur during a dry out period of 24 hours after the above referenced wet weather.
- 2.10 Weather Forecast. Precipitation forecasts shall be considered when planning maintenance activities. Permittee shall monitor the 72- hour forecast from the National Weather Service (<http://www.nws.noaa.gov>). When there is a forecast of more than 40% chance of rain or at the onset of any unanticipated precipitation, the Permittee shall remove all equipment and shall implement erosion and sediment control measures and all routine maintenance activities shall cease.
- 2.11 Washing of Equipment. In order to prevent the movement of invasive plant and animal species, fungi, and other biotic agents from external ecological regions, the equipment used shall be washed prior to entry and staging onto construction sites.
- 2.12 Decontamination of Clothing and Equipment. Any equipment that will enter the water during construction shall be decontaminated before and after construction to prevent the spread of aquatic diseases, such as ranavirus, and invasive aquatic species, such as quagga mussel. Workers shall also decontaminate waders, boots and other clothing that will come in direct contact with the water.

Decontamination of clothing and equipment shall be done through one or more of the following methods:

- Drying equipment in an upland location following last aquatic use. If average daytime temperatures exceed 80° F, drying times shall be at least 7 days. If average daytime temperatures are below 80° F, drying times shall be at least 30 days;
- Scalding water wash (at least 140° F) with varying high and low pressure spray to dislodge pathogens, vegetation, and contaminated sediment;
- Freezing at a temperature of less than 32° F for more than 72 hours; and/or
- Soaking in a hospital-grade disinfectant solution for at least two minutes (or longer, based on product directions). To avoid harm to non-target species, disinfected clothing and equipment shall be thoroughly rinsed in a water bath before entering the stream.
- Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site. Decontamination shall take place in an upland location, and any chemicals used during decontamination shall be prevented from entering water bodies or stormwater drains.

- 2.13 Stockpiling of Soil. No castings or spoils shall be placed on the stream side of the bank where it could enter the stream or cover riparian or wetland areas. If soils are stockpiled, the stockpile shall be located away from the creek and a straw waddle or other erosion control device shall surround the stockpile until it is disposed of or used.
- 2.14 Containment Area on Barge. A containment area shall be established around the perimeter of the barge, as feasible, by laying hay waddles and /or Visqueen around the work areas on the barge. If discharge from dredge spoils is discovered by any of the personnel on board the barge, activities shall cease until appropriate corrective measures have been completed and the discharge source has been repaired or halted. CDFW shall be notified within 24 hours of discharge.
- 2.15 Silt Boom while Dredging. Permittee shall deploy silt curtains around the project site to prevent heavily silted water from flowing into the Lagoon or outfall pumps. The silt curtain shall be long enough to maintain contact with the bed of the Lagoon at all times. The silt boom shall be maintained throughout all phases of the excavation activities, monitored for effectiveness and repaired or replaced as needed.

- 2.16 Dredge Material. At no time shall any dredge materials or any other substance deemed deleterious to fish or wildlife be allowed to enter the water or be placed where they may be washed into the water. Any contaminated water/materials from the Project activities shall be pumped or placed into a holding facility and removed for proper disposal. If material is released into the water, CDFW shall be notified within 24 hours of detecting the problem. Project operations shall not be resumed until the source of discharge is identified and remedied. When the situation is remedied to the satisfaction of CDFW, Project operations may resume.

Wildlife Protection Measures

- 2.17 Education Session before Commencement of Work. Prior to any routine maintenance activity, within or near saline emergent wetlands located at the far north and far south of the main channel, the biological monitor or qualified biologist shall conduct an education session on species that may be present at the project work site. The training shall consist of basic identification of the species, their basic habits, how they may be encountered in the work area, and procedures to follow when they are encountered. Any personnel joining the work crew later shall receive the same training before beginning work. The penalties for non-compliance of conditions in this Agreement shall be relayed to all project personnel.
- 2.18 Sensitive Plant Survey. Prior to any routine maintenance activity within or near saline emergent wetlands located at the far north and far south of the main channel, a qualified biologist shall conduct protocol-level surveys for sensitive plant species during the peak blooming period for each plant species that could be present within the project area. For information on special status plant survey methodology visit: <https://www.wildlife.ca.gov/Conservation/Plants>.
- 2.19 Sensitive Plant Exclusion. If, at any time, a special-status plant species is found, it shall be flagged for avoidance, and site-specific avoidance buffers approved by CDFW shall be implemented. All the special-status plants and associated buffer zones shall be avoided during project activities. CDFW may submit additional written avoidance, minimization and mitigation measures if special-status plants are found in the project area. Permittee may be required, as prescribed in CESA and FESA, to obtain take coverage for any species these acts protect prior to commencement of the project. The additional measures shall be considered part of this Agreement.
- 2.20 Nesting Bird Survey. If covered activities are scheduled during the nesting season of raptors and migratory birds, a focused survey for active nests of such birds shall be conducted by an approved qualified biologist within 15 days prior to the beginning of project-related activities. Surveys shall be conducted in all suitable habitat located at routine maintenance project work sites, in staging,

storage and stockpile areas. The minimum survey radii surrounding the work area is typically the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos. The bird survey methodology and the results of the survey shall be submitted to the CDFW prior to commencement of project activities.

Nesting seasons shall be defined as followed: i) March 15 to August 30 for smaller bird species such as passerines; ii) February 15 to September 15 for raptors.

- 2.21 Active Nests. An active nest is defined as a nest having eggs or chicks present. If active nests are found, the Permittee shall consult with the CDFW and the USFWS regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and the FGC of California. If a lapse in project-related work of 15 days or longer occurs, another focused survey shall be conducted before project work is reinitiated. If active nests are found, the Permittee shall consult with the CDFW and the USFWS prior to resumption of project activities.
- 2.22 Active Nest Buffers. Active nest sites shall be designated as "Ecologically Sensitive Areas" and protected (while occupied) during routine maintenance activities with the establishment of a fence barrier surrounding the nest site. The typical minimum distances of the protective buffers surrounding each identified nest site is usually the following: i) 1,000 feet for large raptors such as buteos; ii) 250 feet for small raptors such as accipiters; iii) 250 feet for passerines. A biological monitor shall monitor the behavior of the birds (adults and young, when present) at the nest site to ensure that they are not disturbed by project-related activities. Nest monitoring shall continue during project-related construction work until the young have fully fledged, are no longer being fed by the parents and have left the nest site, as determined by a the approved biological monitor.
- 2.23 Nesting Habitat Removal or Modification. No trees, shrubs or wetland and marsh habitat shall be disturbed that contain active bird nests until all eggs have hatched, and young have fully fledged (are no longer being fed by the adults, and have completed left the nest site). To avoid potential impact to nesting birds, any removal, trimming or pruning of vegetation shall be conducted during the time period of September 16 to February 14, if feasible. No habitat removal or modification shall occur within the Ecologically Sensitive Area fenced nest zone even if the nest continues to be active beyond the typical nesting season for the species (refer to Measure 2.19), until the young have fully fledged and will no longer be adversely affected by the project.
- 2.24 Sensitive Species Sightings. If there are any sightings of special-status plant and wildlife species, all project activities shall cease and CDFW shall be contacted within 24 hours of the sighting. Through consultation with CDFW, additional measures may be developed to protect special-status species if found.

- 2.25 Injury or Mortality of Special-Status Species. If Permittee or its employees, contractors, or agents injures or kills a special-status species, or finds any such animal injured or dead, all activities in the work area shall immediately cease, and CDFW and USFWS shall be notified by telephone within 30 minutes of the discovery. A written report detailing the time, location, and general circumstances under which the dead or injured individual animal was found shall be submitted to CDFW and the USFWS no later than five (5) business days following the incident.
- 2.26 Stop Work Authority. The biological monitor or qualified biologist shall have the responsibility and authority of stopping the project if any crews or personnel are not complying with the provisions outlined in this Agreement.
- 2.27 Change of Conditions. If, in the opinion of CDFW, conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

Vegetation Removal

- 2.28 No Removal of Coastal Salt Marsh Vegetation. No coastal salt marsh vegetation shall be removed from the project site and access areas without the prior approval from CDFW. CDFW shall be consulted regarding the development of suitable protective and mitigation measures if vegetation will be removed. Upon determination of those measures, the CDFW shall submit written avoidance and mitigation measures to the Permittee and those measures shall be considered part of this Agreement.
- 2.29 Removal of Vegetation. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete activities. Vegetation outside the project work area shall not be removed or damaged without prior consultation and written approval of a CDFW representative. Hand tools shall be used to trim vegetation to the extent necessary to gain access to the work sites.

Routine Maintenance Limits

- 2.30 Limits on Sediment Removal in the Lagoon. Sediment removal shall be limited to the amounts and timing specified in the Project Description. Specifically, sediment removal shall be limited to 750 cy in each year. No more than one dredging event shall be conducted each year.
- 2.31 Removal of Native Material. Except as explicitly described in this Agreement, the removal of native soils, rock, gravel, vegetation, and vegetative debris from the Lagoon or Lagoon banks is prohibited.
- 2.32 Dock Repair and Installation. Pressure-treated wood shall not be used for replacement or newly constructed docks.

Erosion and Sediment Control Measures

- 2.33 Silt Control Measures. Silt control measures shall be utilized throughout all phases of the project where silt and/or earthen fill threaten to enter Waters of the State.
- 2.34 Silt Control Effectiveness. Silt control structures shall be monitored daily for effectiveness and shall be repaired or replaced as needed. Passage of sediment beyond the sediment barrier is prohibited. If the sediment barrier fails to retain sediment, construction activities shall cease and corrective measures shall be employed.
- 2.35 Cease Project for Elevation of Turbidity Levels. Upon CDFW determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated. CDFW may take enforcement action if appropriate turbidity and siltation control measures are not deployed.
- 2.36 Native Vegetation Seeding and Planting. All other areas of disturbed soil which drain toward State waters shall be planted with propagules (seeds, cuttings and/or divisions) of locally-collected native plants appropriate for the soil and hydrological conditions of the site. Locally native wildflower and/or shrub seeds may also be included in the planting mix.
- 2.37 Prohibited Plant Species. Permittee shall not plant, seed, or otherwise introduce invasive plant species. Prohibited exotic plant species include those categorized as "High" and "Moderate" in the California Invasive Plant Council's Inventory Database, which is accessible at: <http://www.cal-ipc.org/paf/>.

Equipment and Vehicles

- 2.38 Vehicle/Equipment Maintenance. Any equipment or vehicles driven and/or operated in proximity of the Lagoon or creeks shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. Vehicles shall be moved away at least 150 feet from the stream prior to refueling and lubrication.
- 2.39 Equipment Storage and Stationary Operation. Staging and storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the Lagoon or stream, shall be positioned over drip-pans. Any equipment or vehicles driven and/or operated in proximity to the stream must be checked and maintained daily.

Toxic or Hazardous Materials

- 2.40 Concrete – Primary Containment. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the Lagoon outside of those structures. No concrete shall be poured within the high flow line if the 30-day weather forecast indicates any chance of rain.
- 2.41 Concrete – Designated Monitor. At all times when Permittee is pouring or working with wet concrete, there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures. Runoff from the concrete shall not be allowed to enter the stream channel at any time.
- 2.42 Isolate Poured Concrete for 30 Days. 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. CDFW-approved commercial sealants 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.
- 2.43 Storage and Handling of Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately. BMPs shall be employed to accomplish these requirements.
- 2.44 Removal of Trash and Debris. Permittee shall remove all raw construction materials and wastes from work sites following the completion of maintenance activities. Food-contaminated wastes generated during work shall be removed on a daily basis to avoid attracting predators to work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of maintenance activities. Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone.

Spills and Emergencies

- 2.45 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Proposed Activities. Given that Routine Maintenance Activities begin in January and may occur year-round, on an annual basis, Permittee shall provide CDFW written notification of maintenance projects completed and of proposed routine maintenance activities to be performed in the upcoming year. Annual reports shall include a brief project description, amount of sediment removed, quantify of vegetation removed, number of docks replaced and repaired and description of bank repair and revetment. The appropriate fee from the current CDFW Streambed Alteration Agreement Fee Schedule for work completed under this Agreement based upon the number of projects completed in the reporting period shall also accompany the notice of proposed activities. The annual report is due by January 15 of each year. A report shall be submitted to CDFW regardless of whether work was completed. CDFW may terminate this Agreement if reports and fees are not submitted by this deadline.

CDFW shall append annual notification reports of proposed maintenance activities to this Agreement. For streamlined tracking, Permittee shall label annual notification reports according to the following convention: Exhibit A-[year] (e.g. Exhibit A-2017, Exhibit A-2018).

- 3.2 Species Survey Methods and Results. Prior to commencement of project activities the Permittee shall submit to CDFW a report containing the species survey methods and results of the survey. Refer to Notification Number 1600-2013-0268-R3 when submitting the report to the CDFW.
- 3.3 Notification to the California Natural Diversity Database (CNDDDB). If any listed, rare, or special status species are detected during project surveys or on or around the project site during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website (http://www.dfg.ca.gov/biogeodata/cnddb/submitting_data_to_cnddb.asp) within 14 working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

CONTACT INFORMATION

Any communication that Permittee or CDFW 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 CDFW specifies by written notice to the other.

To Permittee:

Brad Underwood
City of San Mateo Public Works Department
330 West 20th Street
San Mateo, CA 94403
Work (650) 522-7300
bunderwood@smcgov.org

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program – Suzanne DeLeón
Notification #1600-2013-0268-R3
Fax (707) 944-5553
Suzanne.Deleon@wildlife.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 CDFW'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

CDFW 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 CDFW 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 CDFW 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 CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW 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 CDFW'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

CDFW may amend the Agreement at any time during its term if CDFW 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 CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the

corresponding amendment fee identified in CDFW'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 CDFW 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 CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW'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 CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW 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 CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW 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.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on **December 31, 2021** 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. Annual Notifications of Proposed Work (reserved for future exhibits)

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 CDFW in accordance with FGC section 1602.

CONCURRENCE

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

FOR CITY OF SAN MATEO



Brad Underwood
Permittee

1/5/17
Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Craig J. Weightman
Environmental Program Manager

1/17/17
Date

Prepared by: Suzanne DeLeón
Environmental Scientist

Date Sent: September 15, 2016; December 16, 2016

EXHIBIT A
ANNUAL NOTIFICATIONS OF COMPLETED WORK
(Reserved for future exhibits)



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404-4731

February 7, 2022

Refer to NMFS No: WCRO-2021-03438

James Mazza
Chief, Regulatory Division
U.S. Department of the Army
San Francisco District, U.S. Corps of Engineers
450 Golden Gate Avenue, 4th Floor, Suite 0134
San Francisco, California 94102-3406

Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Marina Lagoon Routine Maintenance (RGP 7) in San Mateo, California (Corps File No. 2020-257530S)

Dear Mr. Mazza:

This letter responds to your January 7, 2022, request for concurrence from the NOAA's National Marine Fisheries Service (NMFS) pursuant to Section 7 of the Endangered Species Act (ESA) for the re-authorization of Regional General Permit 7 for routine maintenance activities in Marina Lagoon on the west shore of South San Francisco Bay in the City of San Mateo, California. Your request qualified for our expedited review and concurrence because it contained all required information on your proposed action and its potential effects to listed species and designated critical habitat.

We reviewed the U.S. Army Corps of Engineers' (Corps) consultation request document and related materials. Based on our knowledge, expertise, and the materials you provided, we concur with the Corps' conclusions that the proposed action is not likely to adversely affect threatened Central California Coast (CCC) steelhead (*Oncorhynchus mykiss*), threatened Southern Distinct Population Segment (sDPS) of North American green sturgeon (*Acipenser medirostris*), and/or their designated critical habitats.

We relied mostly on your analysis of potential effects to reach our concurrence. However, your effects analysis did not specifically consider whether or not the effects of your proposed action were likely to be insignificant, discountable, or completely beneficial. These are the criteria for a not likely to adversely affect determination. After further review, we have supplemented your analysis.

As described in your letter of January 7, 2022, the presence of CCC steelhead and sDPS green sturgeon in the action area is unlikely and thus, discountable. Additionally, Marina Lagoon provides poor quality rearing and foraging habitat as it was diked and dredged to create an enclosed managed water body for flood control and recreation in the first half of the 20th century. In the unlikely occurrence of a listed fish in the action area, the anticipated effects of degraded water quality and



disturbance of benthic sediments during maintenance activities are expected to be insignificant with the project's proposed conservation measures and best management practices.

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available within two weeks at the Environmental Consultation Organizer [<https://www.fisheries.noaa.gov/resource/tool-app/environmental-consultation-organizer-eco>]. A complete record of this consultation is on file at NMFS North-Central Coast Office in Santa Rosa, California.

Reinitiation of consultation is required and shall be requested by the Corps or by NMFS, where discretionary Federal involvement or control over the action has been retained or is authorized by law and (1) the proposed action causes take; (2) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (3) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the written concurrence; or (4) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16). This concludes the ESA consultation.

Additionally, NMFS reviewed the proposed action for potential effects on EFH designated under the Magnuson-Stevens Fishery Conservation and Management Act, including conservation measures and any determination you made regarding the potential effects of the action. However, after reviewing the proposed action, we concluded that there are no adverse effects on EFH. Therefore, we are hereby concluding EFH consultation.

Please direct questions regarding this letter to Emily Lin, North Central Coast Office in Santa Rosa, California at (707) 787-0466 or emily.lin@noaa.gov.

Sincerely,



Gary Stern
San Francisco Bay Branch Chief
North-Central Coast Office

cc: Michael Orellana, Corps, San Francisco, CA (michael.s.orellana@usace.army.mil)
Katarina Galacatos, Corps, San Francisco, CA (katerina.galacatos@usace.army.mil)
Gregory Sproull, WRA, Emeryville, CA (sproull@wra-ca.com)
Copy to E-File FRN #151422WCR2021SR00153



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

July 29, 2022

Regulatory Division

SUBJECT: File Number 2000-257530S

Ms. Sarah Scheidt
The City of San Mateo
330 West 20th Street
San Mateo, California 94403
sscheidt@cityofsanmateo.org

Dear Ms. Scheidt:

Enclosed is your signed copy of a Department of the Army, Regional General Permit (RGP7) (Enclosure 1) to carry out routine maintenance activities in Marina Lagoon, City of San Mateo, San Mateo County, California.

Should you have any questions regarding this matter, please call Michael Orellana of our Regulatory Division at (415) 503-6769 or by e-mail at michael.s.orellana@usace.army.mil. Please address all correspondence to the Regulatory Division and refer to the File Number at the head of this letter. If you would like to provide comments on our permit review process, please complete the Customer Survey Form available online at <http://www.spn.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,

A handwritten signature in black ink, appearing to read "James Mazza", is located below the "Sincerely," text.

James Mazza
Chief, Regulatory Division

Enclosure

Electronic Copies Furnished (w/encl):

US EPA, San Francisco, CA (Attn: Jennifer Siu, Siu.Jennifer@epa.gov)
US FWS, Sacramento, CA (Attn: Gary Stern, gary.stern@noaa.gov)
US NMFS, Sacramento, CA (Attn: Kim Squires, kim_squires@fws.gov)
CA RWQCB, Oakland, CA (Attn: Tahsa Sturgis, tahsa.sturgis@waterboards.ca.gov)
SF BCDC, Permit No. M2004.030.00 Amendment No. One, San Francisco, CA (Attn: Pascale Soumoy, pascale.soumoy@bcdcc.ca.gov)



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

DEPARTMENT OF THE ARMY PERMIT

PERMITTEE: Ms. Sarah Scheidt, City of San Mateo

PERMIT NO.: 2000-257530S, RGP7

ISSUING OFFICE: San Francisco District

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

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

PROJECT DESCRIPTION: This Department the Army permit authorizes the City of San Mateo to conduct routine maintenance activities resulting in the placement of fill and work within Marina Lagoon in the City of San Mateo, San Mateo County, California.

Following are the activities authorized by this permit:

- 1) Construction, maintenance, and improvement of public and private individual boat docks and ramps and pile supported boardwalks on both banks of Marina Lagoon within the City limits of San Mateo. There will be up to 5 newly constructed docks per year, for a total of 25 new docks over the span of the 5-year permit. A typical dock on the lagoon is approximately 25 feet in width, occupying the full extent of the parcel, and up to the maximum allowable length of 25 feet from the shoreline, requiring at least 6-8 support piles having a typical pile diameter of 12 inches, and therefore, the total amount of new dock structures will be approximately 34.90 cubic yards of fill within less than 0.01 acre of Corps jurisdiction over 5 years.
- 2) Maintenance and improvement of existing stormwater outfalls and the O'Neill Slough tide gate inlet, and activities related to the construction of storm water outfalls. This will include yearly sediment and debris removal to maintain lagoon flows and inlet capacity. Accumulated and captured material will be removed with mechanical equipment and hand labor from O'Neill Slough tide gate inlet, stormwater outfalls (59 total), and at the southern litter boom as needed. Up to 250 cubic yards of sediment will be removed over the span of the 5-year permit. This permit does not authorize the expansion of hardscape associated with outfall improvement or maintenance within waters of the U.S.
- 3) Construction, maintenance, and improvement of bank protection including riprap, bulkheads, paving on banks, and cuts and fills. To the maximum extent practicable, any new or additional bank stabilization shall incorporate structures or modifications beneficial to fish and wildlife. Each year, up to 200 linear feet of bank slope repair and 50 linear feet of new bank protection may be permitted under this RGP (10 feet maximum width and 250 feet maximum length). Bank protection work would be limited to 0.06 acre of disturbance in any given year. Bank and Shoreline protection shall occur as needed at any time of year. The total amount of fill permitted below the summer high water line over the course of 5 years is 116 cubic yards.
- 4) Construction, maintenance, and installation of new fences along established property lines will occur on an annual basis. Several private shoreline parcels have fences protruding into the Lagoon below the summer high water level. Fence repair and installation will occur as needed at any time of year. Up to 40 linear feet of new fencing will be constructed per year. Existing fences shall not extend more than 6 feet into the Lagoon beyond the summer high water level. No new fences shall be constructed below the point on the shoreline intersected by

the plane of the summer high water level. The total amount of fill associated with fence structures placed within Corps jurisdiction will be less than 1 cubic yard over the course of 5 years.

- 5) Maintenance, including sand replenishment, at the existing beaches at Lakeshore Park and Aquatic Park. Sand replenishment is estimated to occur once per year. Sand replenishment at both park locations will result in less than 0.001 acre of temporary impacts above the water line in each year. Up to 100 cubic yards in total of sand sourced from a local provider will be replenished annually at the Lagoon beaches.
- 6) Sediment Removal/Dredging: Operation of the Marina Lagoon will require periodic maintenance dredging to sustain the desired depth of sediment and flow in front of the 19th Avenue Creek, 16th Avenue Channel, and Laurel Creek inlets. The proposed dredging activities will result in the short-term disturbance of localized sediment. Up to 2,000 cubic yards of sediment will be dredged over the span of the 5-year permit.
- 7) Removal of nuisance aquatic vegetation. Mechanical harvesters will be used intermittently in the Lagoon throughout the late spring and summer (June through August), to control excessive growth of widgeon grass and filamentous algae to provide safe boating conditions and to maintain water quality and water flow.

All work shall be completed in accordance with the plans and drawings titled "USACE File #2000-257530S, Regional General Permit (RGP 7) for Marina Lagoon, July 1, 2022, 12 Sheets," provided as enclosure 1.

PROJECT LOCATION: Marina Lagoon in the City of San Mateo, San Mateo County, California (Lat: 37.568611, Long: 122.292222).

PERMIT CONDITIONS:

GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on June 1, 2027. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. For your convenience, a copy of the water quality certification or waiver is attached. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary

to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

7. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

SPECIAL CONDITIONS:

1. By letter dated, February 25, 2022, the U.S. Fish and Wildlife Service (USFWS) concurred with the determination that the project may affect but is not likely to adversely affect California Ridgway's rail (*Rallus obsoletus obsoletus*) and Salt marsh harvest mouse (*Reithrodontomys raviventris*) and their critical habitat. This concurrence was premised, in part, on the description of the proposed action and conservation measures discussed in enclosure 3. These measures are incorporated as special conditions to this Regional General Permit to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
2. By letter dated, February 7, 2022, the National Marine Fisheries Service (NMFS) concurred with the determination that the project is not likely to adversely affect North American green sturgeon southern DPS (*Acipenser medirostris*) Central California Coast steelhead DPS (*Oncorhynchus mykiss*) and their critical habitat. This concurrence was premised, in part, on the description of the proposed action and conservation measures discussed in enclosure 4. These measures are incorporated as special conditions to this Regional General Permit to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
3. Construction in waters of the U.S. is restricted to the California Department of Fish and Wildlife (CDFW) dry season, or the end of any extension granted by CDFW, the Water Board, and the Corps. The seasonal work period for new dock installation using poured concrete and beach sand replenishment shall be restricted to April 15 to October 31. The seasonal work period for dock repair, bank stabilization, and fence repair and installation shall be restricted to the annual drawdown period from January 15 to February 15, otherwise the work period will be restricted to April 15 to October 31. New dock installation using precast concrete may occur at any time provided that the homeowners follow the requirements of the standard Dock Specification Packet issued by the Applicant. Minor debris removal that does not require excavation, and that is immediately necessary to prevent blocking the inlets, may be conducted at any time. Any work conducted within 700 feet of Joinville Park shall be conducted from September 1 to October 15.
4. The permittee shall fully implement the avoidance and minimization measures as described in enclosure 5 during construction.
5. Prior to the start of each construction season, the permittee shall submit a pre-construction proposal for the year's projects for Corps' approval and authorization under this RGP. At a minimum, the pre-construction proposal shall include:
 - a. a list of the activities and their locations;
 - b. the volume, area, and type of temporary fill proposed to be discharged within waters of the U.S.;
 - c. the volume, area, and type of permanent fill proposed to be discharged within waters of the U.S.;
 - d. the volume and area of sediment proposed to be dredged from within waters of the U.S.;
 - e. the amount of new hardscape proposed within waters of the U.S. (as opposed to replacement hardscape); and
 - f. whether special aquatic sites (e.g., wetlands or eelgrass) would be impacted.
6. The permittee must submit an annual report in accordance with the following procedures: Within sixty days after the conclusion of the construction season, you shall submit an annual report documenting the activities

that occurred. This report shall include a description of the work performed, specifically noting any changes to proposed projects from what was outlined in the pre-construction proposal. The annual report may be submitted as an excel spreadsheet. At a minimum, the annual report shall include the following information for that year:

- A description of activities completed and their location;
- Conservation measures implemented that year;
- The impacts associated with each project category for the preceding year; and
- The total impacts associated with each project category over the life of the RGP.

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. Section 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. Section 1413).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

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

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

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

- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.


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

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

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

	<u>7/26/2022</u>
(PERMITTEE)	(DATE)

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

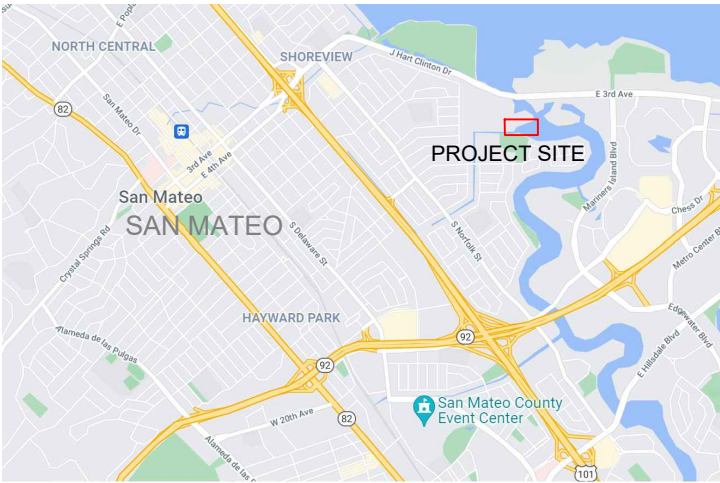
	<u>29 JUL 2022</u>
James Mazza Chief, Regulatory Division San Francisco District	(DATE)

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

<hr/>	<hr/>
(TRANSFEREE)	(DATE)

Attachment C

Figure 7. Planting Plan and Notes



LOCATION MAP
N.T.S.

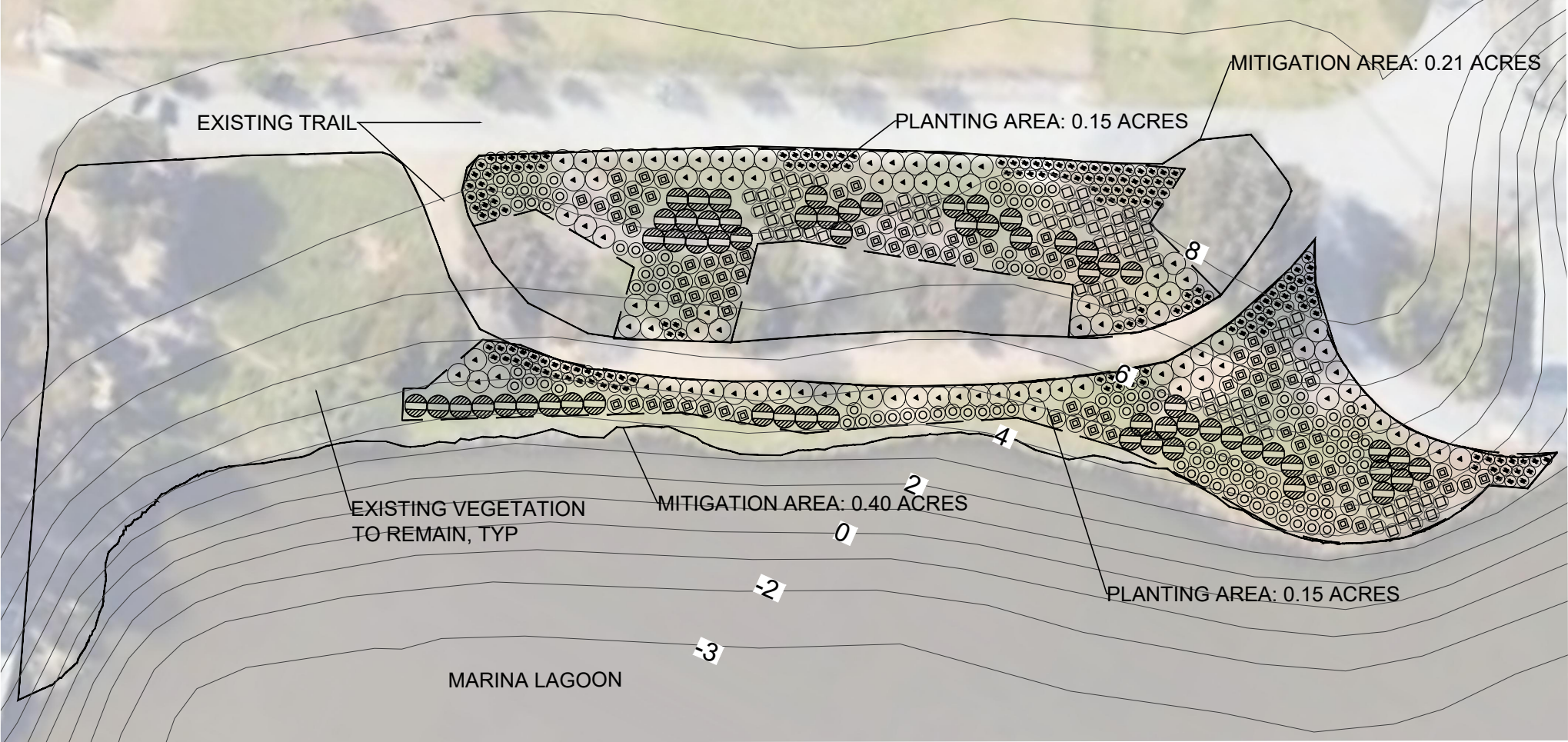


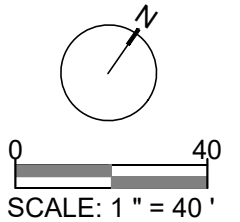
Figure 7.
Planting Plan

Marina Lagoon
Mitigation Area
San Mateo, California

PLANT LAYOUT

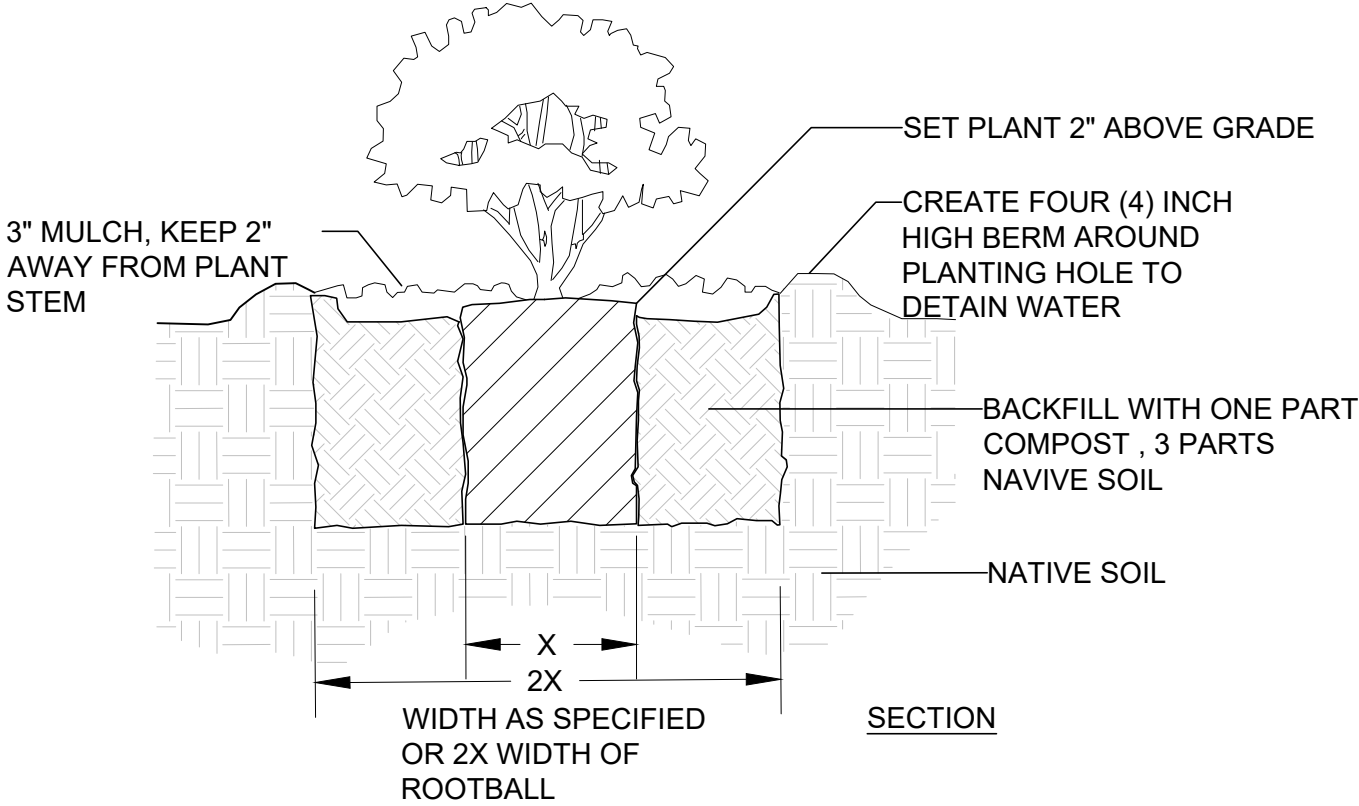
PLANT PALETTE

SYMBOL	BOTANIC NAME	COMMON NAME	O.C (FT)	CONTAINER SIZE	QUANTITY
	BACCHARIS PILULARIS	COYOTE BRUSH	6'	1 GAL	61
	BACCHARIS PILULARIS 'PIGEON POINT'	DWARF COYOTE BRUSH	6'	1 GAL	91
	ARTEMISIA CALIFORNICA	CALIFORNIA SAGE BRUSH	5'	1 GAL	90
	FRANGULA CALIFORNICA 'EVE CASE'	EVE CASE COFFEEBERRY	4'	1 GAL	92
	LUPINUS ALBIFRONS	SILVER LUPINE	4'	1 GAL	113
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	3'	1 GAL	180



NOTES

- 1. LANDSCAPE ARCHITECT TO MARK EXISTING VEGETATION TO REMAIN.
- 2. CLEAR AND GRUB UNMARKED EXISTING VEGETATION WITHIN PLANTING AREAS PRIOR TO PLANTING. TILL CLEARED AREA TO MIN DEPTH OF 4 INCHES. FINAL SURVEY SHALL BE RAKED OR GRADED SMOOTH AND BE FREE OF ROCKS THAT HAVE DIAMTER GREATER THAN 3 INCHES.
- 3. ALL INVASIVE PLANTS SHALL BE HAND PULLED OR MECHANICALLY REMOVED. REMOVE ENTIRE PLANT INCLUDING ALL TOP GROWTH AND ROOT SYSTEM. DISPOSED OF OFF SITE AT A LICENSED LANDFILL.
- 4. REPEAT REMOVAL OF INVASIVE PLANTS WILL LIKLEY BE REQUIRED AFTER PLANTING FOLLOWING SITE INSPECTIONS.
- 5. PLANT INSTALLATION SHALL OCCUR BETWEEN OCTOBER 15TH AND DECEMBER 31ST OR AS APPROVED BY THE LANDSCAPE ARCHITECT.
- 6. THE CONTRACTOR SHALL STAKE OR MARK THE OUTER LIMITS OF THE PLANTING AREAS AND A TYPICAL LAYOUT FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 5. 0.30 ACRES OF THE MITIGATION AREA IS TO PLANTED WITH NATIVE SPECIES.



SHRUB PLANTING DETAIL

NOT TO SCALE

Figure 7. Details and Notes

Marina Lagoon
Mitigation Area
San Mateo, California

Attachment D - IPM Policy

Scope of Work for IPM Landscape Pest Control Services

City has an Integrated Pest Management (IPM) Policy. The City's IPM policy strives to promote IPM strategies to improve water quality in local creeks and the Bay, and independent of the policy, minimize health hazards to people from pesticide exposure.

Service provider shall conform to City's IPM Policy in the following manner:

1. Furnish all supervision, labor, materials, and equipment necessary to evaluate, monitor, and provide pest management services for City of San Mateo rights-of-way, turf, landscaping and other terrestrial vegetation resources.
2. Whenever feasible, utilize pest management techniques that employ least toxic chemicals and non-pesticide alternatives.
3. Using IPM strategies, control vegetation pests that include various annual, biennial and perennial weeds.
4. Control pests while minimizing human exposure, secondary poisoning to non-target animals and pesticide-related water pollution by adhering to the following conditions:
 - the following products may not be used for pest control:
 - copper containing products
 - organophosphate products (e.g., diazinon, chlopyrifos, malathion, and parathion)
 - carbamate products (e.g., carbaryl and aldicarb)
 - pyrethroid products (e.g., allethrin, bifenthrin, beta-cyfluthrin, bioallethrin, cyfluthrin, cypermethrin, cyphenothrin, deltamethrin, esfenvalerate, etofenprox, fenpropathrin, gamma-cyhalothrin, imiprothrin, lambda-cyhalothrin, metofluthrin, permethrin, phenothrin, prallethrin, resmethrin, sumithrin (d-phenothrin), tau-fluvalinate, tefluthrin, tetramethrin, tralomethrin, cis-permethrin, and zeta-cypermethrin)
 - fipronil and its degradates
 - clopyralid products
 - indoxacarb
 - diuron
 - diamide products (e.g., chlorantraniliprole and cyantraniliprole)
 - Emergency applications of restricted chemical pesticides can be authorized by the project manager by submitting a written recommendation from a Pest Control Advisor (PCA) for use of the particular chemical, and should describe why less toxic alternatives are not practical.
4. Pest management and pesticide use tracking and reporting. The following records will be kept and procedures followed while servicing these sites:

- *Inspection Report.* Provide inspection and recommendation report to Project Manager or their designee after each site visit.
 - *Pesticide Use Report.* Provide monthly pesticide reporting information using the standard California Department of Pesticide Regulation form PR-ENF-060 or equivalent. Any recommendations for restricted chemical use must also be included with the monthly report. Submit the pesticide use information to the City Project Manager with the monthly billing invoice.
6. Qualifications.
- Service provider will be in compliance with all federal, state, and local pest control operator requirements and regulations and maintain current licenses.
 - The city strongly encourages IPM-certification. The following firms offer instruction and certification determined by the Regional Water Quality Control Board to satisfy standards of training for IPM:
 - a. Bay-Friendly Landscaping and Gardening Coalition.
<http://bayfriendlycoalition.org/>

This is not intended as an endorsement of any particular firm. Other firms may offer comparable training. The service providers should submit a copy of their IPM certification.

7. Ongoing IPM Training: The City encourages service providers to attend annual IPM trainings. Service providers should submit documentation demonstrating their attendance at IPM trainings.

**City of San Mateo IPM Program
Pesticide Use Summary Report**

Service Provider Name:	Reporting Period:
Contact:	Phone:
Mailing Address:	

Provide monthly pesticide reporting information using the standard California Department of Pesticide Regulation form PR-ENF-060 or the form below. Submit the pesticide use information to the City Project Manager with the monthly billing invoice.

Note: City requires alternatives to the use of the following pesticides: copper containing products; organophosphate products; carbamate products; synthetic pyrethroid products; fipronil; clopyralid products; indoxacarb; diuron; and diamide products. Emergency applications of restricted chemical pesticides can be authorized by the project manager by submitting a written recommendation from a Pest Control Advisor (PCA) for use of the particular chemical, and should describe why less toxic alternatives are not practical.

Date	Manufacturer/Name of Product Applied (if applicable)	EPA/CA Registration Number Include Alpha Code	Total Product Used	Location of work	Units treated (acres/trees, etc)

EXHIBIT B

PAYMENT RATES

IV. FEE PROPOSAL

Task	Item	Estimate	Unit	Unit Price	Total w. Direct Costs
1	Mobilization	N/A	LS	200 per day per vehicle w 20 trips, clerical DIR	\$ 5,500.00
2	Invasive Plant Removal	0.3	AC	8,500 per day full team w disposal	\$ 9,000.00
3	Install <i>Baccharis pilularis</i>	61	EA	\$ 40.00	\$ 2,440.00
4	Install <i>Baccharis pilularis</i> 'Pigeon Point'	91	EA	\$ 40.00	\$ 3,640.00
5	Install <i>Artemisia californica</i>	90	EA	\$ 40.00	\$ 3,600.00
6	Install <i>Frangula californica</i> 'Eve Case'	92	EA	\$ 40.00	\$ 3,680.00
7	Install <i>Lupinus albifrons</i>	113	EA	\$ 40.00	\$ 4,520.00
8	Install <i>Eriogonum fasciculatum</i>	180	EA	\$ 40.00	\$ 7,200.00
9	Install Mulch	20	CY	8,500 per day full team w materials	\$ 9,500.00
10	120 Day Guarantee Period	1	EA	2,500 per day half crew annually	\$ 2,500.00
11	Annual Invasive Species Management	3	YEAR	2,500 per day half crew x 3 trips each year	\$ 22,500.00
12	Replacement Planting	2	YEAR	2,500 per day half crew annually w material	\$ 9,000.00
Total					\$ 83,080.00
Alt. 1	Plant Protection Exclusionary Fence	N/A	EA	9,000 per day full team w materials	\$ 10,000.00
Total w Alt. 1					\$ 93,080.00

Task by Fiscal Year	Cost
Phase 1 Tasks - Fiscal Year 2022/2023	
1- Mobilization	\$ 2,500
2- Invasive Plant Control	\$ 9,000
3,4,5,6,7,8 Out-Planting	\$ 25,080
9 Mulch	\$ 9,500
10 120 Day Guarantee Period	\$ 2,500
11 Annual Invasive Species Management	\$ 7,500
Alt. 1 Plant Protection	\$ 10,000
Total Phase 1	\$ 66,080
Phase 2 Tasks - Fiscal Year 2023/2024	
1 Mobilization	\$ 1,500
11 Annual Invasive Species Management	\$ 7,500
12 Replacement Planting	\$ 4,500
Total Phase 2	\$ 13,500
Phase 3 Tasks- Fiscal Year 2024/2025	
1 Mobilization	\$ 1,500
11 Annual Invasive Species Management	\$ 7,500
12 Replacement Planting	\$ 4,500
Total Phase 3	\$ 13,500
Total:	\$ 93,080

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.