



April 17, 2002

Mr. Scott Gromko  
Remedial Project Manager  
BRAC Operations Office  
Southwest Division  
Navy Facilities Engineering Command  
1230 Columbia Street, Suite 1100  
San Diego, CA 92101-8517

Dear Mr. Gromko:

Subject: Extension of Permit No. 02204—Collect Environmental Samples From West Sunnyvale Channel

The Santa Clara Valley Water District has received your request dated April 9, 2002, for an extension of the subject permit. The encroachment expiration date of Permit 02204 is hereby extended until September 30, 2002.

All general and special provisions of permit 02204, issued on January 14, 2002, remain in effect.

Sincerely,

Sue A. Tippets, P.E.  
Engineering Unit Manager  
Community Projects Review Unit





**Facility:** Sunnyvale West Outfall      **Date Issued:** January 14, 2002      **Permit No.:** 02204

**Permittee:** Department of the Navy      **Telephone:** (619) 532-0933      **File:** 28753  
 Attention: Mr. Scott Gromko  
 Southwest Division  
 Naval Facilities Engineering Command  
 BRAC Operations Office  
 1230 Columbia Street, Suite 1100  
 San Diego, CA 92101-8517

**Re:** Collect sediment samples at Moffett Federal Airfield Northern Channel

**Purpose of Permit:**

- Encroachment      1. Access to District property along Sunnyvale West Channel and District Pond A4
- Construction      2. Collection of sediment samples by hand on and adjacent to District property, along Sunnyvale West Channel and District Pond A4, with use of either a small boat or waders.
- Temporary

**Construction Expiration Date:** \_\_\_\_\_      **Encroachment Expiration Date:** March 31, 2002

**PERMITTEE MUST NOTIFY AND FURNISH SCHEDULE OF WORK TO:**

District's Maintenance Unit, % Mr. Ray Bramer, (408) 265-2607, extension 2413, at least 2 normal working days before starting any work under this permit. **Failure to notify is cause for revocation of permit and removal of work.** Exercise of this permit shall indicate acceptance of and agreement to comply with all provisions included herein. This permit is subject to the General Provisions listed on the reverse side hereof or as expressly modified in the additional Special Provisions listed below. Violation of any provision shall be cause for immediate revocation of permit.

**SPECIAL PROVISIONS**

1. All backfill within District right of way shall be compacted to at least 90 percent relative compaction which shall be determined using maximum dry density based on ASTM D 1557 laboratory test procedure. Field dry density and water content of soil should be determined following the ASTM D 1556 or ASTM D 2922/ASTM D 3017 standard procedure as applicable.
2. Obstructions to the existing waterway between October 15 and April 15 will not be allowed except by special permit from the District. Allow at least 15 days for the District to review and approve detailed plans and provisions for emergency flows.
3. Permittee shall be responsible to adjacent property owners for disturbances of any kind caused by permittee's operations.
4. Permittee is responsible for accurately locating all utilities and for repairing any damage caused by the proposed work underground.
5. Permittee is responsible for the full cost of repairing any damage to District facilities caused by the work permitted under this permit.
6. Permittee is responsible for any groundwater contamination that may be caused as a result of the work under this permit.
7. Permittee shall remove and dispose of all excavated material off District right of way and prevent any construction materials and wastes from entering Sunnyvale West Channel.
8. All work associated with this permit is to be in accordance with the plans and documents which were submitted to and accepted by the District.
9. The project site may be enclosed by a locked District chain link fence. A key to the gate may be obtained from the Community Projects Review Unit and must be returned upon completion of project.

Approval:

*Sue A. Tippetts*  
 Sue A. Tippetts, P.E.  
 Engineering Unit Manager  
 Community Projects Review Unit

cc: Mr. Jim Knight  
 Tetrattech, Inc.  
 4940 Pearl East Circle, Suite 100  
 Boulder, CO 80301

## GENERAL PROVISIONS

- A. PERMITTEE MUST MAINTAIN A COPY OF THIS PERMIT AND APPROVED PLANS ON JOBSITE FOR DURATION OF CONSTRUCTION PERIOD.
- B. All work shall be constructed in accordance with approved plans and to the satisfaction of the District's Inspector. No change of program, as outlined in application or drawings submitted with application, will be allowed except upon written permission of the District. The work area must be restored to the satisfaction of the District's Inspector.
- C. Activities and uses authorized under this permit are subject to any instructions of the assigned District representative. ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.
- D. Permittee is responsible for complying with any applicable water quality standards adopted by the District, Regional Water Quality Control Board, State Water Resources Control Board, or other jurisdictional or properly empowered regulatory agency.
- E. The permittee shall not use, store, transport, or place any hazardous substances, hazardous wastes, or materials contaminated with hazardous substances on District right of way or adjacent to District right of way such that it may purposefully or accidentally be spilled or otherwise discharged onto same right of way. If a discharge of a hazardous substance or waste occurs as a result of the permittee's operation, the permittee is responsible to: (1) notify the proper authorities; (2) investigate, remove, and monitor the hazardous substances or wastes to the satisfaction of the District and any regulatory agency; (3) bear any and all costs associated with the remedial activities and, (4) be recognized as the generator and owner of the wastes.
- F. The permittee shall submit to the District a fully completed "Import Material Certification Form" for any soils that will be placed or stored on District right of way that do not originate from within the legal boundaries of such right of way.
- G. Permittee shall assume entire responsibility for all activities and uses under this permit and shall indemnify, defend and hold harmless, District, its Directors, officers, agents, and employees from any and all demands, claims, expenses, costs, or liability of any nature, including death or injury to any person, property damage, or any other loss, caused by or arising out of, or incurred in connection with, or resulting from, the exercise of this permit by permittee, or permittee's officers, agents, subcontractors, assignees, or employees, or any of them, including, but not limited to, negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on permittee.
- H. Any damage caused to District structures including, but not limited to, fencing, levee surfacing, and asphalt walkway by reason of exercise of this permit shall be repaired at the cost of permittee to the satisfaction of the District. Should permittee neglect to make repairs promptly, District may make repairs or have repairs made, and permittee agrees to reimburse District for all costs of such repairs. District may require a security deposit in advance from permittee to secure the performance of this clause. Unexpended portions of any deposit shall be refunded to permittee within 14 working days of the expiration of this permit. The posting of such a security deposit shall not relieve the permittee from any liability under this permit which exceeds the value of the deposit required.
- I. This permit is valid only to the extent of District jurisdiction. Permits required by other interested agencies and consent of underlying fee owners of District easement lands are the responsibility of the permittee. NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.
- J. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified in this permit. Permittee shall make arrangements with holders of such prior rights.
- K. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the District when required for flood control, conservation, or water utility purposes.
- L. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structure to the condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a satisfactory condition, the District may perform such work or have work performed, and permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement of work.   
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- M. Trench safety has not been checked and is not implied with this permit. Compliance with Section 6705 of the Labor Code concerning trench excavation and the "Permit to Excavate" issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 shall be the responsibility of the permittee.
- N. Permittee shall be responsible for compliance with California Labor Code Section 6300 (and following).