

**Meeting Date:** 9/9/2014

**Report Type:** Consent

**Report ID:** 2014-00602

**Title:** Cost Sharing Agreement and Fencing Contract for the Florin Creek Project

**Location:** District 8

**Recommendation:** Pass a Resolution 1) considering the Florin Creek Project's environmental effects as shown in the mitigated negative declaration adopted by the Sacramento Area Flood Control Agency (SAFCA); 2) authorizing the City Manager or the City Manager's designee to sign an agreement between the City and the SAFCA for cost sharing the installation of fencing for the project; 3) approving the contract plans and specifications for the fencing installation, and awarding the contract to FenceCorp, Inc. in an amount not-to-exceed \$190,478; and 4) amending the revenue and expense budgets for the Drainage Channel Improvement Program (W14130400) in the amount of \$99,999 to reflect the (Fund 6211) reimbursement from SAFCA.

**Contact:** Bill Busath, Interim Director, (916) 808-1434; Tony Bertrand, Supervising Engineer, Engineering and Water Resources, (916) 808-1461, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Engineering & Water Resources

**Dept ID:** 14001311

**Attachments:**

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A - SAFCA Mitigated Negative Declaration

5-Exhibit B - Mitigation Monitoring and Reporting Program

6-Exhibit C - SAFCA Cost Sharing Agreement

7-Exhibit D - Contract Documents for Fencing Materials & Installation FenceCorp, Inc.

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### **City Attorney Review**

Approved as to Form

Joe Robinson

8/29/2014 3:26:16 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Dave Brent - 8/26/2014 4:37:49 PM

## Description/Analysis

**Issue Detail:** In preparation for the U.S. Army Corps of Engineers (USACE) Florin Creek Improvement project, the Department of Utilities (DOU) is partnering with the Sacramento Area Flood Control Agency (SAFCA) to remove vegetation and relocate fencing along Florin Creek. Along the Florin Creek Channel, the City either owns the property or has easements where it does not own the property. As part of the Florin Creek project, the City plans to clear encroachments and relocate the security fence from its current location near the top of the channel bank to one foot from the property line. SAFCA has agreed to share fencing costs with DOU. Per the cost-sharing agreement, SAFCA shall pay one-half of the overall cost of the fencing portion of the project up to \$99,999, which covers the estimated costs for the first phase of the project. City staff anticipates that final project fencing costs may exceed \$200,000 and SAFCA staff has indicated a willingness for SAFCA to cover half of all final costs; this would necessitate a mutually agreed upon amendment to the agreement at a future point in time. Authorization is requested to sign the cost-sharing agreement with SAFCA and to award a contract for the fencing installation to FenceCorp, Inc.

**Policy Considerations:** City Council approval is required for contracts of \$100,000 or more. This report's recommendation is consistent with the City's General Plan goals of improving and expanding public safety and achieving sustainability and livability.

**Economic Impacts:** The work on this project is expected to create 1 total job (0.58 direct jobs and 0.43 jobs through indirect and induced activities) and create \$154,358.75 in total economic output (\$97,293.50 of direct output and another \$57,065.25 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations:** SAFCA, as lead agency under the California Environmental Quality Act (CEQA), prepared and adopted the attached mitigated negative declaration and mitigation reporting program for the project. The City is acting as a responsible agency under CEQA Guidelines Section 15096, which requires the City to review the mitigated negative declaration prepared by SAFCA and consider the environmental effects of the project prior to approving the cost share agreement. City staff believes that SAFCA's mitigated negative declaration adequately evaluates the environmental effects of the project.

**Sustainability:** The proposed cost-sharing agreement and fencing contract are consistent with the Sustainability Master Plan goal to improve flood protection in the region.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** DOU has an obligation to clear encroachments on City property and easements. As part of the Florin Creek project, the City plans to clear encroachments and relocate the security fence from its current location near the top of the channel bank to one foot from the property line. Execution of the cost-sharing agreement will allow DOU to receive reimbursement from SAFCA for a share of the temporary and permanent fencing project costs.

The Department advertised for bids through the City Clerk and City Procurement website and the City Clerk opened two bids on August 20, 2014. FenceCorp, Inc. is the lowest responsive and responsible bidder with a bid total of \$190,478.

<b>Fencing Material and Installation Contractor</b>		
<b>Bidder</b>	<b>Location</b>	<b>Project Total</b>
FenceCorp, Inc.	Sacramento	\$190,478
Crusader Fence	Rancho Cordova	\$294,176

**Financial Considerations:** The cost-sharing agreement obligates SAFCA to pay one-half of the cost of the fencing portion of the first phase of the project up to \$99,999. SAFCA’s share of the fencing contract is \$95,239 and its estimated share of the labor and materials for temporary fencing installed by DOU during this phase is \$4,760.

Authorization is requested to amend the revenue and expenditure budgets for the Drainage Channel Improvement Program (W14130400) to reflect the (Fund 6211) reimbursement amount from SAFCA in the amount of \$99,999. With this amendment, the Drainage Channel Improvement Program (W14130400) has sufficient funding for this project.

**Local Business Enterprise (LBE):** FenceCorp, Inc. is a LBE, located at 6837 Power Inn Road, Sacramento, CA 95828.

## **Background**

From 2005 through 2013, the U.S. Army Corps of Engineers (USACE) has constructed portions of the federally authorized South Sacramento County Streams Project, including improvements to portions of Florin Creek downstream of Franklin Boulevard. The USACE plans to construct improvements to Florin Creek from Franklin Boulevard to US Highway 99 consisting of channel widening, channel lining, and minor floodwall construction. This project, coupled with the soon to be built Florin Creek Detention Basin Project, will remove most of the residents of the south area currently mapped in the A99 Floodplain from the floodplain.

The City owns the property or has easements for the Florin Creek Channel, but many of the adjacent residents have encroached on City property/easements over the years. The City plans to clear the encroachments and relocate the security fence from its current location near the top of the channel bank to one foot from the property line.

The Sacramento Area Flood Control Agency (SAFCA) has agreed to share the cost of the fence relocation along Florin Creek. Per the cost-sharing agreement, SAFCA will pay one-half of the overall cost of the fencing portion of the project up to \$99,999, which covers the estimated costs for the first phase of the project.

## **RESOLUTION NO. 2014-**

Adopted by the Sacramento City Council

**CONSIDERATION OF MITIGATED NEGATIVE DECLARATION ADOPTED BY THE  
SACRAMENTO AREA FLOOD CONTROL AGENCY AND ADOPTION OF THE  
MITIGATION MONITORING AND REPORTING PROGRAM,  
APPROVAL OF THE COST-SHARING AGREEMENT WITH SAFCA,  
AND  
AWARD OF CONTRACT FOR FENCING INSTALLATION FOR FLORIN CREEK  
PROJECT**

### **BACKGROUND**

- A. The City, U.S. Army Corps of Engineers (USACE), and the Sacramento Area Flood Control Agency (SAFCA) are collaborating on the South Sacramento Streams Project Florin Creek Project (the “Project”).
- B. City and SAFCA staff developed a proposed cost-sharing agreement for the fencing portion of the Project, with funding responsibilities split between the City and SAFCA.
- C. On April 17, 2014, the SAFCA Board of Directors, acting as the lead agency under CEQA, adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project (SAFCA Resolution No. 2014-027).
- D. The City is a responsible agency with respect to the Project, under CEQA, and as such is required to consider the environmental effects of the Project as shown in SAFCA’s Mitigated Negative Declaration, prior to approving any cost-sharing agreements relative to the Project.

### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Council has reviewed and considered the environmental effects of the Project as shown in the Mitigated Negative Declaration adopted by the SAFCA Board of Directors.
- Section 2. The City Council finds that SAFCA has incorporated into the Project, and included in the Mitigation Monitoring and Reporting Program adopted for the Project by the SAFCA Board, measures to avoid or mitigate any significant environmental effects, and that these measures are within the responsibility and jurisdiction of SAFCA and have been adopted by SAFCA.

- Section 3 The City Council adopts the Mitigation Monitoring and Reporting Program for the Project with respect to those mitigation measures applicable to the fencing installation that will be performed by a City contractor.
- Section 4. Upon approval of the proposed cost-sharing agreement and fencing contract award, the City's Environmental Planning Services shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to section 21152(a) of the Public Resources Code and section 15075 of the State CEQA Guidelines.
- Section 5 The City Manager or the City Manager's designee is authorized to sign an agreement between the City and SAFCA for cost sharing of the fencing installation for the Project.
- Section 6 The City Manager or the City Manager's designee is authorized to amend the revenue and expenditure budgets for the Drainage Channel Improvement program W14130400 in the amount of \$99,999 to reflect the reimbursement (Fund 6211) from SAFCA.
- Section 7 The contract plans and specifications for the fencing installation are approved and the contract is awarded to FenceCorp, Inc. for an amount not-to-exceed \$190,478.
- Section 8. Exhibit A and B are part of this Resolution.

Table of Contents:

Exhibit A: Mitigated Negative Declaration (SAFCA)

Exhibit B: Mitigation Monitoring and Reporting Program (SAFCA)

Final

# SOUTH SACRAMENTO STREAMS PROJECT FLORIN CREEK PROJECT

## Supplemental Mitigated Negative Declaration

DOCUMENT AVAILBLE IN ITS ENTIERTY ON SAFCA'S WEBSITE

Prepared for  
Sacramento Area Flood Control Agency

May 2014





Final

# SOUTH SACRAMENTO STREAMS PROJECT FLORIN CREEK PROJECT

Initial Study with Intent to Adopt a Supplemental Mitigated  
Negative Declaration

Prepared for  
Sacramento Area Flood Control Agency

May 2014



2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
916.564.4500  
[www.esassoc.com](http://www.esassoc.com)

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209454209454

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# SUMMARY

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The Sacramento Area Flood Control Agency (SAFCA) circulated a (draft) Initial Study (IS) and Supplemental Mitigated Negative Declaration (SMND) for the Florin Creek Project (April 2014) for a 30-day public review period from April 7, 2014 to May 6, 2014. The comment letters received on the (draft) IS/SMND and responses to comments have been incorporated into this Final IS/SMND. The responses to comments have resulted in revisions to the (draft) IS/SMND to clarify, amplify, or otherwise augment information contained therein. However, none of the significance determinations have changed since the (draft) IS/SMND and no new potential impacts have been identified.

This Final IS/SMND includes the revised text from the previously circulated IS/SMND, the comment letters received, the corresponding responses, as well as the Mitigation, Monitoring and Reporting Program. Furthermore, this finalized version hereby includes and incorporates by reference the unchanged details provided in the April 2014 (draft) IS.

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## Environmental Factors Potentially Affected

The Proposed Project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Aesthetics                 | <input type="checkbox"/> Agriculture and Forestry Resources         | <input checked="" type="checkbox"/> Air Quality                        |
| <input checked="" type="checkbox"/> Biological Resources       | <input checked="" type="checkbox"/> Cultural Resources              | <input checked="" type="checkbox"/> Geology, Soils and Seismicity      |
| <input checked="" type="checkbox"/> Greenhouse Gas Emissions   | <input checked="" type="checkbox"/> Hazards and Hazardous Materials | <input checked="" type="checkbox"/> Hydrology and Water Quality        |
| <input type="checkbox"/> Land Use and Land Use Planning        | <input type="checkbox"/> Mineral Resources                          | <input checked="" type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population and Housing                | <input type="checkbox"/> Public Services                            | <input type="checkbox"/> Recreation                                    |
| <input checked="" type="checkbox"/> Transportation and Traffic | <input checked="" type="checkbox"/> Utilities and Service Systems   | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

### DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

*M. Holly Gibbrest*  
\_\_\_\_\_  
Signature

*4-4-2014*  
\_\_\_\_\_  
Date

*for*

Richard M. Johnson  
\_\_\_\_\_  
Printed Name

SAFCA  
\_\_\_\_\_  
For

# **SOUTH SACRAMENTO STREAMS PROJECT FLORIN CREEK PROJECT**

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## **Response to Comments and Summary of Text Changes**

### **Comments Received**

The Sacramento Area Flood Control Agency (SAFCA) circulated the Initial Study (IS) with a Notice of Intent to Adopt a Supplemental Mitigated Negative Declaration (SMND) for the Florin Creek Project for a 30-day public review period from April 7, 2014 to May 6, 2014. At the close of the public review period, four comment letters and one informal email were received. These letters and email are attached to this document. The following responses to the "\*\*\*\*\*" comments made in these letters.

- CalTrans – The Project is designed to increase channel capacity and decrease flooding along Florin Creek and reaches downstream. There would be no rise in the water surface elevation and, therefore, no anticipated impacts to the State Right of Way.
- Sacramento Metropolitan Air Quality Management District (SMAQMD) – The SAFCA construction bid documents will include the air quality and Greenhouse Gas (GHG) mitigation measures in the IS and previously adopted mitigation measures that require contractors to provide an equipment list and haul truck information to SMAQMD and pay mitigation fees for NOx emissions above the 85 pounds per day threshold, as determined by SMAQMD. Previously adopted mitigation measures from the 2005 Supplemental EIR will be required to be implemented by SAFCA, the Central Valley Flood Protection Board (CVFPB), and the US Army Corps of Engineers.
- California American Water (CAW) –
  - The IS discusses CAW's removal of its asbestos –concrete pipes according to state regulations, including those listed on page 3-22. Should the AC pipes be composed of one percent or more of asbestos and is friable, CAW is required to follow the SMAQMD Rule 902 requirements, in addition to other California Code of Regulations for abatement, removal, transportation, and disposal. Please see text changes below for additional text to augment information in the IS. Further, it is the responsibility of CAW's asbestos abatement contractor to identify the appropriate landfill based on the conditions of the pipe identified by testing before removal procedures. Because this is unknown at this time, it would be speculative to identify a specific landfill for the AC pipe material removed.
  - The Project would not require water beyond that used for dust control and other minor construction activities. There is no demand increase for operation of the Project.

- The Project would not affect CAW's nearby groundwater monitoring well as the Project would not excavate below the current depth of the creek bed, and would not be deep enough to encounter or otherwise influence groundwater along Florin Creek. Depth to groundwater is reported to be approximately 46 feet below the ground surface at a nearby California Department of Resources groundwater monitoring well.
- According to CAW, the removal of its 10-inch diameter AC pipe would not impact fire flows serving the area as long as there is no increase in the development of the area. The Project would not result in land use changes resulting in increased development of the area requiring more fire flows. The current vicinity is built out and it would be speculative to anticipate such future development and future water demand. Further, any future land use changes or development would not be under the jurisdiction of SAFCA, and would be subject to separate permitting, CEQA review and documentation, and approval by the City and/or the County, including addressing increases in water demand.
- Central Valley Flood Protection Board (CVFPB) – The Project is co-sponsored by the CVFPB and an encroachment permit is not required.

## Summary of Text Changes to the Initial Study

These errata present changes to the IS resulting from comments received and/or staff initiated text changes. New text is shown in a double underline and text to be deleted is shown in ~~strike-out~~. The changes identified below are clarifications or amplification of the information and analysis contained in the IS and does not change the results or conclusions.

### Page 3-8 (Staff initiated):

**Mitigation Measure BIO-1:** For construction of the Project design refinements that would occur between March 15 and September 15, pre-construction surveys shall be conducted in suitable nesting habitat within ½-mile of the Project site for Swainson's hawk, within 1,000 feet of the Project site for tree-nesting raptors and northern harriers, and within 500 feet of the Project site for burrowing owls.

Surveys shall conform to the new Swainson's Hawk Technical Advisory Committee (2000) guidelines and CDFW burrowing owl recommendations. Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons. ~~Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons.~~ If nesting raptors are recorded within their respective buffers, CDFW will be consulted regarding suitable measures to avoid impacting breeding effort. Measures may include, but are not limited to:

- Maintaining a 500 foot buffer around each active raptor nest and 1,640 feet buffer around each active burrowing owl nest. No construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.

**Mitigation Measure BIO-4:**

- ***Avoid Active Nesting Season.*** To avoid impacts to tree and shrub nesting bird species, conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31) if feasible. For burrowing owls, surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons.
- ***Conduct Pre-construction Nesting Bird Surveys.*** If construction, grading or other project-related activities are scheduled during the nesting season (February 1 to August 31), pre-construction surveys would be conducted by a qualified wildlife biologist to identify active nests within 250 feet of proposed construction activities for tree-nesting raptors and within 1,640 feet for burrowing owls. The surveys would be conducted no less than 14 days and no more than 30 days prior to the beginning of construction. The results of the survey would be emailed to CDFW at least three days prior to construction. Surveys would be conducted by a qualified biologist in accordance with the following protocols:
  - Surveys for purple martin and nesting raptors would include at least two preconstruction surveys (separated by at least two weeks).
  - Surveys for other migratory bird species would take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat for tree-nesting raptors and within 1,640 feet for burrowing owls.

**Page 3-12 (Staff initiated):**

**Mitigation Measure BIO-5:** Prior to construction in aquatic habitat, the crews shall receive giant garter snake and western pond turtle awareness training, as directed in the Approved Project. This training shall include, at a minimum, a description of giant garter snake and western pond turtle, their habitat requirements, and a photograph or illustration of the species so that crews can recognize the species. In the event that either species is present in the construction area, a qualified biologist holding necessary permits shall be retained to remove them from the construction area. In the event giant garter snake is present in the construction area, the CDFW shall be contacted.

**Page 3-21 (Staff initiated):**

~~“An~~ Two asbestos-cement (AC) pipelines owned by CalAm ~~is~~ are...”

**Page 3-22 (Staff initiated and in response to CalAm comment letter):**

The Project would include the removal and disposal of ~~an~~ two AC pipelines by CalAm in accordance with state regulations. Asbestos exposure and the asbestos abatement process are regulated under state law, and asbestos management and removal must be completed in accordance with 7 California Code of Regulations (CCR) 5208, 8 CCR 1529, and 8 CCR 341.6 through 341.14. 7 CCR 5208 implements worker exposure limits for asbestos, and also requires exposure monitoring, provides for the establishment and demarcation of regulated areas, implements compliance programs, implements employee protection and hazards communication requirements, and provides for employee medical surveillance and reporting as warranted. 8 CCR 1529 regulates asbestos exposure for all construction work

including asbestos abatement and management work by implementing permissible exposure limits (PELS), requiring exposure assessments and monitoring, requiring notification and training of employees, and provides specific requirements for handling and removal of asbestos and asbestos containing materials including removal procedures and worker safety/protection measures. 8 CCR 341.6 through 341.14 provide requirements for asbestos related work implemented through CAL/OSHA, including notification requirements for work with asbestos containing materials, and transport and disposal requirements for asbestos containing materials. Section 19827.5 of the California Health and Safety Code, adopted January 1, 1991, requires that local agencies not issue demolition or alteration permits until an applicant has demonstrated compliance with notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos.

Prior to removal of the AC pipelines, contractors licensed to conduct asbestos abatement work would be retained by CalAm. Asbestos abatement contractors must follow state regulations contained in 8 CCR 1529, and 8 CCR 341.6 through 341.14 where there is asbestos-related work involving 100 square feet or more of asbestos containing material. Cal/OSHA must be notified 10 days prior to initiating construction and demolition activities. Asbestos encountered during demolition of an existing building must be transported and disposed of at an appropriate facility. The contractor and hauler of the material are required to file a Hazardous Waste Manifest which details the hauling of the material from the site and the disposal of it. All activities for the removal of the AC pipelines would be required to adhere to implementation of OSHA requirements and the deployment of certified abatement contractors.

April 24, 2014

SENT VIA E-MAIL ONLY

Mr. Pete Ghelfi  
Sacramento Area Flood Control Agency  
1007 7<sup>th</sup> Street, 7<sup>th</sup> Floor  
Sacramento, CA 95814

**South Sacramento Streams - Florin Creek Project  
Initial Study with Intent to Adopt a Supplemental Mitigated Negative Declaration (SAC200400273d)**

Dear Mr. Ghelfi:

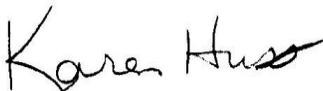
The Sacramento Metropolitan Air Quality Management District (SMAQMD) reviewed the Initial Study with Intent to Adopt a Supplemental Mitigated Negative Declaration for the Florin Creek Project released on April 7, 2014. Staff comments follow.

The document is a supplement to previous environmental documents for the South Sacramento Streams Project – the 1998 EIR/EIS, the 2004 EA, and the 2005 Supplemental EIR for Design Refinements. The 2005 Supplemental EIR included mitigation for construction NOx emissions that should carry over to this project. The mitigation language is attached.

All projects are subject to SMAQMD rules in effect at the time of construction. A complete listing of current rules is available at [www.airquality.org](http://www.airquality.org) or by calling 916-874-4800. A list of specific rules that relate to construction activities is attached for your reference.

Please contact me at 916-874-4881 or [khuss@airquality.org](mailto:khuss@airquality.org) if you have any questions regarding these comments.

Sincerely,



Karen Huss  
Associate Air Quality Planner/Analyst

Attachments

Cc: Larry Robinson, SMAQMD

## **SMAQMD Rules & Regulations Statement** (revised 3/12)

*The following statement is recommended as standard condition of approval or construction document language for **all** development projects within the Sacramento Metropolitan Air Quality Management District (SMAQMD):*

All projects are subject to SMAQMD rules in effect at the time of construction. A complete listing of current rules is available at [www.airquality.org](http://www.airquality.org) or by calling 916.874.4800. Specific rules that may relate to construction activities or building design may include, but are not limited to:

**Rule 201: General Permit Requirements.** Any project that includes the use of equipment capable of releasing emissions to the atmosphere may require permit(s) from SMAQMD prior to equipment operation. The applicant, developer, or operator of a project that includes an emergency generator, boiler, or heater should contact the SMAQMD early to determine if a permit is required, and to begin the permit application process. Portable construction equipment (e.g. generators, compressors, pile drivers, lighting equipment, etc.) with an internal combustion engine over 50 horsepower are required to have a SMAQMD permit or a California Air Resources Board portable equipment registration. Other general types of uses that require a permit include, but are not limited to dry cleaners, gasoline stations, spray booths, and operations that generate airborne particulate emissions.

**Rule 403: Fugitive Dust.** The developer or contractor is required to control dust emissions from earth moving activities, storage or any other construction activity to prevent airborne dust from leaving the project site.

**Rule 414: Water Heaters, Boilers and Process Heaters Rated Less Than 1,000,000 BTU PER Hour.** The developer or contractor is required to install water heaters (including residence water heaters), boilers or process heaters that comply with the emission limits specified in the rule.

**Rule 417: Wood Burning Appliances.** This rule prohibits the installation of any new, permanently installed, indoor or outdoor, uncontrolled fireplaces in new or existing developments.

**Rule 442: Architectural Coatings.** The developer or contractor is required to use coatings that comply with the volatile organic compound content limits specified in the rule.

**Rule 460: Adhesives and Sealants.** The developer or contractor is required to use adhesives and sealants that comply with the volatile organic compound content limits specified in the rule.

**Rule 902: Asbestos.** The developer or contractor is required to notify SMAQMD of any regulated renovation or demolition activity. Rule 902 contains specific requirements for surveying, notification, removal, and disposal of asbestos containing material.

**Naturally Occurring Asbestos:** The developer or contractor is required to notify SMAQMD of earth moving projects, greater than 1 acre in size in areas “Moderately Likely to Contain Asbestos” within eastern Sacramento County. Asbestos Airborne Toxic Control Measures, Section 93105 & 93106 contain specific requirements for surveying, notification, and handling soil that contains naturally occurring asbestos.

## Erick Cooke

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**From:** Sorgen. KC <sorgenk@SacCounty.NET>  
**Sent:** Tuesday, May 06, 2014 2:58 PM  
**To:** Erick Cooke  
**Cc:** Ghelfi. Pete  
**Subject:** FW: Florin Creek Project draft IS - Comments

### KC Sorgen

Natural Resource Specialist  
[Sacramento Area Flood Control Agency](#)  
1007 7th Street, 7th Floor | Sacramento, CA 95814  
(916) 874-6099 office | (916) 205-5635 cell

**From:** [Gilfourthson.Garcia@amwater.com](mailto:Gilfourthson.Garcia@amwater.com) [<mailto:Gilfourthson.Garcia@amwater.com>]  
**Sent:** Tuesday, May 06, 2014 2:57 PM  
**To:** Ghelfi. Pete  
**Cc:** [Austin.Peterson@amwater.com](mailto:Austin.Peterson@amwater.com); [Tim.Miller@amwater.com](mailto:Tim.Miller@amwater.com); Sorgen. KC; [patrick.luzuriaga@water.ca.gov](mailto:patrick.luzuriaga@water.ca.gov)  
**Subject:** Florin Creek Project draft IS - Comments

Pete,

California American Water (CAW) has reviewed SAFCA's draft Initial Study with the intent to adopt a supplemental mitigated negative declaration for the Florin Creek Project and have the following comments. In general, it appears that the project description could use additional discussion on the impacts of AC pipe removal (for example, discuss in Table 2.1 and sections 2.3.1 and 2.3.4). CAW will need approximately one month for construction and we are limited to the construction period due to environmental regulations. Just for reference, the company name is "California American Water" not "California American Water Company".

1. Under Section 3.17- Utilities and Service Systems, questions f and g, the IS did not address whether there is a local landfill that can accept ACM waste. Similarly, this issue is not addressed in Section 3.8 (Hazards and Hazardous Materials) where the rest of the AC removal is discussed. Location of the disposal site may affect issues such as air quality and transportation.
- 2.
2. Section 3.17 question c states that no expansion to the existing water facility is needed and the system has sufficient water supply available to serve the project. That statement is true assuming that the only pipe being removed is between Center Parkway and Persimmon Avenue. CAW has not been informed regarding the project's estimated water requirements and therefore could not comment whether it has sufficient supply to support it.
- 3.
3. Section 3.8 (Hazards and Hazardous Materials) mentions the presence of CAW's AC pipes that will be removed. DTSC and EPA consider an AC pipe as hazardous when it contains more than 1.0% asbestos AND becomes friable where it can be reduced to a powder or dust under hand pressure and becomes airborne. It is likely that a portion of the ACM will become friable during removal and therefore should be considered as a hazardous air pollutant and should be discussed under the Air Quality and GHG sections.
- 4.

4. Under Hydrology and Water Quality under Section 3.9, California American Water has an existing well adjacent to the creek at Persimmon Ave. Although, the well is currently used as a monitoring well, it is a potential source of supply in the future once equipped with the appropriate pumping and treatment facilities. We would recommend a discussion describing the presence of the well, the project's possible impact to the well, and mitigation measures to protect the facility and the groundwater underneath.
- 5.
5. Under Section 3.14 - Public Service, it was noted the project will have NO impact to public service and fire protection. This assumes that the existing 4" water main that serves the houses along the north bank of the creek, west of Center Pkwy will not be impacted by the project and does not require removal, please confirm in the IS. Also, retiring the 10" water main does have an impact to the available fire flow in the distribution system in the local vicinity. However, the impact may be considered less than significant and may not require mitigation as long as there will be no development or change of land use in the future the will require more fire flows for fire protection.
- 6.

Thank you for the opportunity to review this study. Should you have any questions on this letter, please contact me at (916) 568-4249.

**Gil Garcia**

California American Water  
4701 Beloit Drive, Sacramento, CA 95838  
Tel: (916) 568-4249  
Email: [gilfourthson.garcia@amwater.com](mailto:gilfourthson.garcia@amwater.com)

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**DEPARTMENT OF TRANSPORTATION**

DISTRICT 3 – SACRAMENTO AREA OFFICE

2379 GATEWAY OAKS DRIVE, SUITE 150

SACRAMENTO, CA 95833

PHONE (916) 274-0635

FAX (916) 263-1796

TTY 711

*Flex your power!  
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May 6, 2014

032014-SAC-0080  
03-SAC-99/PM 18.782  
SCH# 2014042026Mr. Pete Ghelfi  
Sacramento Area Flood Control Agency  
1007 7th Street  
Sacramento, CA 95814**South Sacramento Streams Project/Florin Creek Project—Initial Study with Intent to Adopt a Supplemental Mitigated Negative Declaration (SMND)**

Dear Mr. Ghelfi:

Thank you for including the California Department of Transportation (Caltrans) in the review and comment process for the South Sacramento Streams Project/Florin Creek Project (Project). The proposed project consists of refinements to previous designs approved in a Supplemental EIR prepared and certified by Sacramento Area Flood Control Agency in 2005. The project would provide flood protection measures including water channel widening, flood conveyance design, shortening length of previously proposed construction along the creek, removal of trees, and fences to meet U.S. Army Corps of Engineers requirements. The project is located along an approximately one-mile segment of Florin Creek from State Route (SR) 99 to Franklin Boulevard. The following comments are based on the SMND.

***Traffic Control Plan***

We concur with the proposed Traffic Control Plan for this project.

***Hydrology***

There are several storm water systems that discharge storm water from nearby neighborhoods into Florin Creek, including a 54-inch corrugated metal pipe drainage system. During high flows, the outfalls from these drainage systems would be expected to be submerged in the creek. This could potentially result in back-up in the drainage systems in the neighborhoods.

Mr. Pete Ghelfi/SAFCA  
May 6, 2014  
Page 2

Sections 2.2.2 and 2.2.4 of the SMND state that floodwalls and berms would be constructed to increase channel capacity. Please clarify whether there is an expected rise in water surface elevation or impacts to the State Right of Way.

If these actions lead to a rise in the water surface elevation, please clarify whether there could be a resulting adverse impact on local residential area drainage networks which drain into the creek through storm drain systems.

If you have any questions regarding these comments or require additional information, please contact Melody L. Friberg, Intergovernmental Review Coordinator, at (916) 263-1625 or by email at: [melody.friberg@dot.ca.gov](mailto:melody.friberg@dot.ca.gov)

Sincerely,



ERIC FREDERICKS, Chief  
Office of Transportation Planning – South

C: Scott Morgan, State Clearinghouse

**CENTRAL VALLEY FLOOD PROTECTION BOARD**

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



May 1, 2014

Mr. Pete Ghelfi  
Sacramento Area Flood Control Agency  
1007 7th Street, 7th Floor  
Sacramento, California 95814

Subject: CEQA Comments: South Sacramento Stream Project Florin Creek Project,  
Mitigated Negative Declaration EIR, SCH No. 2014042026

Location: Sacramento County

Dear Mr. Ghelfi:

Central Valley Flood Protection Board (Board) staff has reviewed the subject document and provides the following comments:

The proposed project is located adjacent to or within Florin Creek which is under Board jurisdiction. The Board enforces its Title 23, California Code of Regulations (23 CCR) for the construction, maintenance, and protection of adopted plans of flood control that protect public lands from floods. Adopted plans of flood control include federal-State facilities of the State Plan of Flood Control, regulated streams, and designated floodways. The geographic extent of Board jurisdiction includes the Central Valley, and all tributaries and distributaries of the Sacramento and San Joaquin Rivers, and the Tulare and Buena Vista basins (23 CCR, Section 2).

Pursuant to 23 CCR a Board permit is required prior to working in the Board's jurisdiction for the following:

- Placement, construction, reconstruction, removal, or abandonment of any landscaping, culvert, bridge, conduit, fence, projection, fill, embankment, building, structure, obstruction, encroachment, excavation, the planting, or removal of vegetation, and any repair or maintenance that involves cutting into the levee (23 CCR Section 6);
- Existing structures that predate permitting, or where it is necessary to establish the conditions normally imposed by permitting. The circumstances include those where responsibility for the encroachment has not been clearly established or ownership and use have been revised (23 CCR Section 6);
- Vegetation plantings require submission of detailed design drawings; identification of vegetation type; plant and tree names (both common and scientific); quantities of each type of plant and tree; spacing and irrigation method; a vegetative management plan for maintenance to prevent the interference with flood control operations, levee maintenance, inspection, and flood fight procedures (23 CCR Section 131).

Mr. Pete Ghelfi  
May 1, 2014  
Page 2 of 2

Other local, federal and State agency permits may be required and are the responsibility of the applicant to obtain.

Board permit application forms and our complete 23 CCR regulations can be found on our website at <http://www.cvpfb.ca.gov/>. Maps of the Board's jurisdiction including all tributaries and distributaries of the Sacramento and San Joaquin Rivers, and Board designated floodways are also available on a Department of Water Resources website at <http://gis.bam.water.ca.gov/bam/>.

#### Additional Considerations Related to Potential Impacts of Vegetation and Hydraulics

Accumulation and establishment of woody vegetation that is not managed may have negative impacts on channel capacity and may increase the potential for levee over-topping or other failure. When vegetation develops and becomes habitat for wildlife, maintenance to initial baseline conditions typically becomes more difficult as the removal of vegetative growth may be subject to federal and State resource agency requirements for on-site mitigation. The proposed project should include mitigation measures to avoid decreasing floodway channel capacity.

Adverse hydraulic impacts of proposed encroachments could impede flood flows, reroute flood flows, and/or increase sediment accumulation. The proposed project should include mitigation measures for channel and levee improvements and maintenance to prevent and/or reduce hydraulic impacts. If possible off-site mitigation outside of the Board's jurisdiction should be used when mitigating for vegetation removed at the project location.

If you have any questions regarding our CEQA comments please contact James Herota at (916) 574-0651, or via email at [james.herota@water.ca.gov](mailto:james.herota@water.ca.gov). Board staff looks forward to working with Sacramento Area Flood Control Association staff to review your anticipated encroachment permit application.

Sincerely,



Len Marino, P.E.  
Chief Engineer

cc: Governor's Office of Planning and Research  
State Clearinghouse  
1400 Tenth Street, Room 121  
Sacramento, California 95814

# **SOUTH SACRAMENTO STREAM PROJECT- FLORIN CREEK PROJECT**

---

## **Mitigation Monitoring and Reporting Program**

The California Public Resources Code Section 21081.6, subdivision (a)(1) requires lead agencies to, “adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation”. This Mitigation Monitoring and Reporting Program (MMRP) identifies: mitigation measures adopted by the Sacramento Area Flood Control Agency (SAFCA) for the Florin Creek Project; timing of the action; responsibility for implementation of the mitigation measures; and, responsibility for monitoring implementation of mitigation measures. Mitigation measures were included in the Initial Study (IS) (State Clearinghouse No. 2014042026).

The MMRP table includes the following:

- **Mitigation Measures** – lists the adopted mitigation measures from the IS/SMND.
- **Timing** – identifies the timing of implementation of the actions described in the mitigation measures.
- **Responsibility for Implementation** – identifies the agency/party responsible for implementing the actions described in the mitigation measures.
- **Responsibility for Monitoring** – identifies the agency/party responsible for monitoring implementation of the actions described in the mitigation measures.

Abbreviations used in the MMRP include:

- USACE – US Army Corps of Engineers
- CVRWQCB – Central Valley Regional Water Quality Control Board
- SAFCA – Sacramento Area Flood Control Agency
- SMAQMD – Sacramento Metropolitan Air Quality Management District

SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Biological Resources</b>					
<p><b>Mitigation Measure BIO-1:</b> For construction of the Project design refinements that would occur between March 15 and September 15, pre-construction surveys shall be conducted in suitable nesting habitat within ½-mile of the Project site for Swainson's hawk, within 1,000 feet of the Project site for tree-nesting raptors and northern harriers, and within 500 feet of the Project site for burrowing owls.</p> <p>Surveys shall conform to the new Swainson's Hawk Technical Advisory Committee (2000) guidelines and CDFW burrowing owl recommendations. Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons. If nesting raptors are recorded within their respective buffers, CDFW will be consulted regarding suitable measures to avoid impacting breeding effort. Measures may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Maintaining a 500 foot buffer around each active raptor nest and 1,640 feet buffer around each active burrowing owl nest. No construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.</li> <li>Depending on conditions specific to each nest, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the nest(s) shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the nest, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the nest is no longer active or the project receives approval to continue from CDFW.</li> </ul>	<p>Prior to Project Construction – conduct a pre-construction survey</p> <p>During Construction – implement protection measures</p>	SAFCA	USACE/SAFCA/CDFW		
<p><b>Mitigation Measure BIO-2:</b> For construction of the Project design refinements between March 15 and August 1, at least two pre-construction surveys (separated by at least 2 weeks) for tricolored blackbird colonies shall be conducted in suitable habitat by a qualified biologist. These surveys shall be completed within 30 days of construction. If a colony is identified in or within 500 feet of the Project site, CDFW will be consulted regarding suitable measures to</p>	<p>Prior to Construction – pre-construction surveys</p> <p>During Construction – implement protection measures</p>	SAFCA	SAFCA/CDFW		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<p>avoid impacting breeding efforts. Measures may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Maintaining a 500-foot buffer around each colony; no construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.</li> <li>Depending on conditions specific to each colony, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the colony shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the colony, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the colony is no longer active or the project receives approval to continue from CDFW.</li> </ul>					
<p><b>Mitigation Measure BIO-3: Nests or Eggs of Any Bird Species</b> To avoid the removal of active nests and eggs during the nesting season, tree or vegetation removal shall be scheduled to occur outside of the nesting season of February 1 to September 1. If tree or vegetation removal must occur during the nesting season, a pre-construction clearance survey shall be conducted within 30 days of construction in the areas where tree or vegetation is proposed to be removed. If no active nests are detected, construction may proceed. If active nests are detected, 20-foot avoidance zones shall be established to avoid disturbance. If avoidance is not possible, CDFW will be contacted.</p>	Prior to and during Construction	SAFCA	USACE/SAFCA/CDFW		
<p><b>Mitigation Measure BIO-4: Migratory Bird Avoidance Mitigation.</b></p> <ul style="list-style-type: none"> <li>Avoid Active Nesting Season. To avoid impacts to tree and shrub nesting bird species, SAFCA shall conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31), if feasible. For burrowing owls, surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons.</li> <li>Conduct Pre-construction Nesting Bird Surveys. If construction, grading or other Project-related activities are scheduled during the nesting season (February 1 to August</li> </ul>	<p>Prior to Construction – conduct pre-construction survey</p> <p>During Construction – implement protection measures</p>	SAFCA	USACE/SAFCA/CDFW		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
Therefore, with implementation of the following mitigation measure from the Approved Project, the Proposed Project would result in less-than-significant impacts.					
<b>Mitigation Measure TRAF-3:</b> On-street parking for construction workers would be prohibited for construction sites with more than twelve workers.					
<b>Mitigation Measure TRAF-4:</b> Off-street parking would be identified and provided to the construction workers and their vehicles and transport trucks. Preferred parking would be located close enough to walk; however, if nearby off-street parking is not available farther off-street parking would be provided with a shuttle van to transport workers to construction sites.					
<b>Mitigation Measure TRAF-5:</b> Prior to construction activities, a pre-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine existing roadway conditions.					
<b>Mitigation Measure TRAF-6:</b> A post-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine if any damage has occurred from construction activities. If so, the contractor shall be responsible for repairing the damage to the satisfaction of the City or County.					

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Mitigation Measure BIO-5:</b> Prior to construction in aquatic habitat, the crews shall receive giant garter snake and western pond turtle awareness training, as directed in the Approved Project. This training shall include, at a minimum, a description of giant garter snake and western pond turtle, their habitat requirements, and a photograph or illustration of the species so that crews can recognize the species. In the event that either species is present in the construction area, a qualified biologist holding necessary permits shall be retained to remove them from the construction area. In the event giant garter snake is present in the construction area, the CDFW shall be contacted.	Prior to and during construction	SAFCA	USACE/SAFCA/CDFW		
<b>Mitigation Measure BIO-6:</b> Similar to the mitigation measure adopted for loss of wetlands in the Approved Project, any loss of additional wetlands shall be compensated to the degree needed to replace the functional values supported by this habitat. According to the Habitat Evaluation Procedure (HEP) analysis performed in 1998, the total compensation acreage equals about 1.16 acres (0.71 acre of seasonal wetland, 0.23 acre of emergent marsh, and 0.19 acre of riparian scrub-shrub). The Proposed Project may result in the loss of additional wetlands. These additional wetlands will be replaced in a manner similar to the Approved Project. Suitable off-site mitigation land acquisition or mitigation bank purchase would adequately compensate for impacts associated with project implementation.	Prior to or during Construction	SAFCA	USACE/SAFCA		
<b>Cultural and Paleontological Resources</b>					
<b>Mitigation Measure CUL-1:</b> If any historic or prehistoric find is determined to be significant by a qualified archaeologist, consultation shall occur to determine an appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by a qualified archaeologist according to current professional standards in accordance with CEQA Guidelines Section 15064.5(f).	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure CUL-2:</b> Implement CUL-1	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure CUL-3:</b> In the event of the discovery of human remains, CEQA Guidelines 15064.5 (e)(1) shall be followed, including: <ol style="list-style-type: none"> <li>1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: <ol style="list-style-type: none"> <li>a. The coroner of the county in which the remains are discovered must be contacted to verify that</li> </ol> </li> </ol>	During Construction	SAFCA	SAFCA/Sacramento County		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<p>the remains are human, that no investigation of the cause of death is required, and</p> <p>b. If the coroner determines the remains to be Native American:</p> <p>i. The coroner shall contact the Native American Heritage Commission within 24 hours.</p> <p>ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.</p> <p>iii. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>					
<b>Greenhouse Gas Emissions</b>					
<p><b>Mitigation Measure GHG-1:</b> Vehicles and contractor onsite off-road construction equipment shall comply with the following measures to reduce GHG emissions during construction:</p> <ul style="list-style-type: none"> <li>• Train equipment operators in proper use of equipment.</li> <li>• Maintain construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.</li> <li>• Use the proper size of equipment for the job.</li> </ul>	Prior to Construction	SAFCA	SAFCA/USACE/SMAQMD		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Hazards and Hazardous Materials</b>					
<b>Mitigation Measure HAZ-1:</b> Prior to construction, a site specific health and safety plan shall be prepared by a qualified health and safety professional. The plan shall include measures to reduce the risk for worker exposure and contamination during construction. A worker awareness program shall be developed and implemented to educate the workers on worker safety measures, other provisions of the health and safety plan, and the correct procedures if exposure or contamination occurs. The health and safety plan will include appropriate coordination with treatment plant and other city and county health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Mitigation Measure HAZ-2:</b> The health and safety plan will include a plan for the discovery of unidentified hazardous substances. The plan shall include appropriate testing, remediation, and worker safety measures. This plan will be coordinated with appropriate local health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Mitigation Measure HAZ-3:</b> The health and safety plan shall include procedures that would be implemented in case of an emergency. The health and safety plan shall include appropriate coordination with city and county health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Noise</b>					
<b>Mitigation Measure NOI-1:</b> Construction equipment shall be outfitted and maintained with noise-reduction devices such as mufflers to minimize construction noise. All internal combustion engines shall be operated with exhaust and intake silencers.	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure NOI-2:</b> To minimize noise effects on nearby residents during noise sensitive periods and to ensure consistency with the construction hourly limits set forth in the City and County of Sacramento Noise Ordinances, construction activities shall be restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between 9:00 a.m. and 6:00 p.m. on Sundays.	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure NOI-3:</b> Prior to construction at each site near residences, written notification to potentially affected residents shall be provided, identifying the type, duration, and frequency of construction activities. Notification materials shall also identify a mechanism for residents to register complaints with the County or City if construction noise levels are overly intrusive or construction occurs outside the required hours.					

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Mitigation Measure NOI-4:</b> Where feasible and particularly in locations subject to prolonged construction (e.g., borrow sites or the detention basin), noise-generating construction equipment shall be shielded from nearby residences by noise-attenuating buffers such as structures or truck trailers or by placement of soil piles between the receptor and noise-generating activity.					
<b>Mitigation Measure NOI-5:</b> Project construction contractor(s) shall locate fixed construction equipment (e.g., compressors and generators) and construction staging areas as far as possible from noise-sensitive receptors.					
<b>Traffic and Circulation</b>					
<b>Mitigation Measure TRAF-1:</b> Traffic Control Plan (TCP). A TCP for the Proposed Project shall be prepared prior to any construction activities. The TCP shall coordinate all use of public roads with the City of Sacramento, and/or other responsible agencies. This plan would include the following:					
<ul style="list-style-type: none"> <li>• Construction vehicles would not be permitted to block any roadways or driveways;</li> <li>• Access will be provided for emergency vehicles at all times;</li> <li>• Signs and flagmen would be used, as needed, to alert motorists, bicyclists, and pedestrians to the presence of haul trucks and construction vehicles at all access points;</li> <li>• Vehicles would be required to obey all speed limits, traffic laws, and transportation regulations;</li> <li>• Construction workers would be encouraged to carpool and park in designated staging areas;</li> <li>• Closure of staging areas and construction sites would be clearly fenced and delineated with appropriate closure signage; and,</li> <li>• The contractor shall be required by contract to repair any roads damaged by construction, and to be inspected by the City of Sacramento.</li> </ul>	Prior to Construction –	SAFCA	SAFCA/City/County		
<b>Mitigation Measure TRAF-2:</b> Applicable to all construction locations: If there are trucks or equipment which would need time to maneuver into or out of construction sites and could affect traffic, flag holders would be stationed to slow or stop approaching vehicles to avoid conflicts with construction vehicles or equipment.					
Project construction activities could increase the demand for on-street parking for construction workers/inspector vehicles and trucks.					

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

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<b>Mitigation Measure TRAF-6:</b> A post-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine if any damage has occurred from construction activities. If so, the contractor shall be responsible for repairing the damage to the satisfaction of the City or County.					

# SOUTH SACRAMENTO STREAMS PROJECT FLORIN CREEK PROJECT

Initial Study with Intent to Adopt a Supplemental Mitigated  
Negative Declaration

Prepared for  
Sacramento Area Flood Control Agency

April 2014





# SOUTH SACRAMENTO STREAMS PROJECT FLORIN CREEK PROJECT

Initial Study with Intent to Adopt a Supplemental Mitigated  
Negative Declaration

Prepared for  
Sacramento Area Flood Control Agency

April 2014



2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
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[www.esassoc.com](http://www.esassoc.com)

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209454



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# ENVIRONMENTAL CHECKLIST

---

## Initial Study

1. **Project Title:** Florin Creek Project
2. **Lead Agency Name and Address:** Sacramento Area Flood Control Agency  
1007 7th St, 7th Floor, Sacramento, CA 95814
3. **Contact Person and Phone Number:** Pete Ghelfi, Director of Engineering  
(916) 874-7606
4. **Project Location:** Sacramento, CA along Florin Creek from State Route 99 to Franklin Boulevard
5. **Project Sponsor's Name and Address:** Sacramento Area Flood Control Agency  
1007 7th St, 7th Floor, Sacramento, CA 95814
6. **General Plan Designation(s):** NA
7. **Zoning Designation(s):** NA
8. **Description of Project:** See Project Description.
9. **Surrounding Land Uses and Setting.** See Project Description.
10. **Other public agencies whose approval is required.** See Project Description.

## Environmental Factors Potentially Affected

The Proposed Project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Aesthetics                 | <input type="checkbox"/> Agriculture and Forestry Resources         | <input checked="" type="checkbox"/> Air Quality                        |
| <input checked="" type="checkbox"/> Biological Resources       | <input checked="" type="checkbox"/> Cultural Resources              | <input checked="" type="checkbox"/> Geology, Soils and Seismicity      |
| <input checked="" type="checkbox"/> Greenhouse Gas Emissions   | <input checked="" type="checkbox"/> Hazards and Hazardous Materials | <input checked="" type="checkbox"/> Hydrology and Water Quality        |
| <input type="checkbox"/> Land Use and Land Use Planning        | <input type="checkbox"/> Mineral Resources                          | <input checked="" type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population and Housing                | <input type="checkbox"/> Public Services                            | <input type="checkbox"/> Recreation                                    |
| <input checked="" type="checkbox"/> Transportation and Traffic | <input checked="" type="checkbox"/> Utilities and Service Systems   | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

### DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

*M. Holly Gibbrest*  
 \_\_\_\_\_  
 Signature

*4-4-2014*  
 \_\_\_\_\_  
 Date

*for* Richard M. Johnson  
 \_\_\_\_\_  
 Printed Name

SAFCA  
 \_\_\_\_\_  
 For

# CHAPTER 1

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## Introduction and Background

### 1.1 Introduction

This section explains the background and purpose of the Florin Creek Project Supplemental Mitigated Negative Declaration (SMND). It establishes the context and scope for the SMND, references relevant previous reports, and outlines the process for reviewing the Draft SMND and issuing the Final SMND. The Sacramento Area Flood Control Agency (SAFCA) is the lead agency under the California Environmental Quality Act (CEQA). A “lead agency” is defined by Section 21067 of CEQA as “the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment.”

### 1.2 Background

SAFCA, the Central Valley Flood Protection Board (CVFPB), and the U.S. Army Corps of Engineers (USACE) have conducted numerous studies and have prepared environmental documentation for flood control projects along Morrison, Florin, Elder and Unionhouse Creeks in south Sacramento County. The South Sacramento Streams Group Project included a combination of flood protection features including raising and extending levees, installation of flood walls, and modifications to existing channels. In 1998, the USACE and SAFCA prepared a joint Environmental Impact Study (EIS)/Environmental Impact Report (EIR) (State Clearinghouse Number (No.) 1997102056) (1998 EIS/EIR) in accordance with the National Environmental Policy Act (NEPA) and CEQA.

Following completion of the 1998 EIS/EIR and project approval, the USACE and SAFCA revised and updated hydrologic studies and as a result, developed a series of refined design elements which were evaluated in the South Sacramento Streams Group Project Design Refinements Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) prepared by the USACE in 2004, and in a Supplemental EIR (South Sacramento County Streams Project Supplemental EIR)(SEIR)(State Clearinghouse No. 2004102009) prepared by SAFCA. SAFCA certified the SEIR and approved the project refinements in February 2005 (2005 SEIR). Together, these documents are considered the “Approved Project” throughout this SMND.

Following adoption of the Approved Project, SAFCA, the CVFPB, and the USACE jointly studied flood protection needs on Florin Creek and identified design refinements needed to achieve minimum Federal Emergency Management Agency (FEMA) certifiable 100-year level of flood protection along and downstream of Florin Creek (Proposed Project or Project).

## 1.3 Environmental Determination

This Initial Study (IS) and SMND was prepared in compliance with the CEQA (as amended), and the CEQA Guidelines (California Code of Regulations, Title 14) to determine if the refinements proposed as part of the Project would result in major revisions to the previously certified 1998 EIS/EIR as supplemented by the 2005 SEIR, or new impacts not previously addressed. As described in CEQA Guidelines § 15163, a supplement to an EIR may be prepared if there are substantial changes proposed that will require major revisions due to the involvement of new significant environmental effects not discussed in the previously certified EIR, and only minor changes are necessary to make the previous EIR adequately apply to the proposed change. The refinements to the Approved Project (Proposed Project) were not known and could not have been known, with the exercise of reasonable diligence, at the time the prior documents were certified. The purpose of this IS and SMND is to provide the additional information necessary to make the previously certified Approved Project adequately analyzed for with current information for the Proposed Project. Accordingly, this SMND only contains the information necessary to evaluate the proposed refinements to the Approved Project that need additional environmental review. Therefore, consistent with CEQA, the analysis in this IS and SMND is limited to the information necessary to assess whether the Proposed Project design refinements would result in significant new or substantially more severe environmental impact than those identified and analyzed in the 1998 EIS/EIR as supplemented by the 2005 SEIR (the Approved Project). Further, relevant mitigation measures described in the Approved Project are incorporated into the Proposed Project and, if applicable, new mitigation measures are identified. The full text of relevant mitigation measures is included in applicable analysis sections in Chapter 3 of this document.

## 1.4 Documents Incorporated by Reference

Information and findings presented in the 1998 EIS/EIR (State Clearinghouse No. 1997102056) and the 2005 SEIR (State Clearinghouse No. 2004102009), in their entirety, as well as the technical reports and appendices prepared in conjunction, are incorporated by reference into this IS and SMND. These documents are available for review at the SAFCA office during normal business hours, 1007 7th Street, 7th Floor Sacramento, CA 95814.

## 1.5 Environmental Review Process

This IS and Notice of Intent (NOI) to adopt a SMND is being circulated for agency and public review and comment for 30 days beginning April 7, 2014. All written comments must be received by 5 p.m. May 6, 2014. Written comments or questions concerning this document should be directed to:

Pete Ghelfi  
Sacramento Area Flood Control Agency  
1007 7th Street, 7th Floor  
Sacramento, CA 95814

# CHAPTER 2

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## Project Description

### 2.1 Introduction

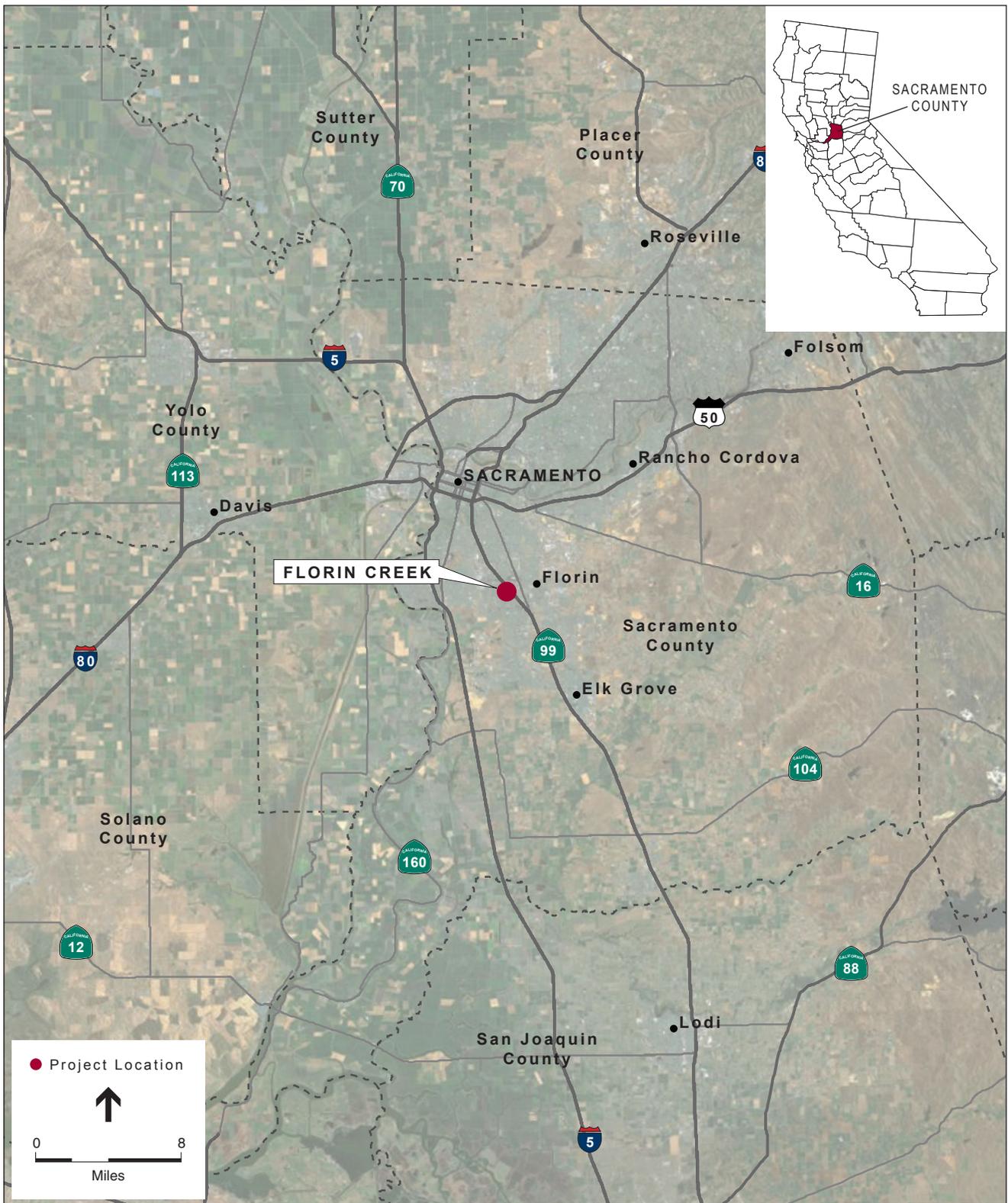
The Proposed Project is located along an approximately one-mile segment of Florin Creek from State Route (SR) 99 to Franklin Boulevard as shown in **Figure 2-1** and **Figure 2-2**. This stretch of Florin Creek is located partially in unincorporated Sacramento County, with most of its length within the City of Sacramento. The Proposed Project consists of refinements that are designed to provide flood protection measures capable of conveying flows of a 100-year flood event within Florin Creek downstream of SR 99 based on more recent studies and design changes since certification of the Approved Project. The Project would continue to provide flood protection with various changes to the Approved Project design elements as described below.

### 2.2 Design Elements

The Approved Project consisted of improvements along Florin Creek east of SR 99 to Stockton Blvd. for channel widening, floodwalls or sheetpile walls, and along the entire Florin Creek segment from SR 99 to Franklin Boulevard, bridge crossing improvements, and box culverts and drop inlets. The specific refined design elements proposed by the Project to the Approved Project are summarized in **Table 2-1** and discussed in more detail below.

#### 2.2.1 Channel Widening

The Proposed Project would include widening the channel of Florin Creek from SR 99 to approximately 175 feet downstream of Franklin Boulevard to increase the channel capacity and enable the conveyance of 100-year event flood flows, in conjunction with a detention basin project separately considered by SAFCA at Florin Creek Park. **Figure 2-3** illustrates a typical stream cross-section showing the potential extent of channel widening that could occur. The total volume of cleared vegetation and soil that would be excavated and removed is approximately 14,000 cubic yards (cy), which is approximately 9,500 cy less than the Approved Project. Channel excavation would be conducted using in-channel construction methods. As described in the Approved Project, the channel would first be dewatered by installing temporary cofferdams and diverting streamflow around the section to be excavated.



SOURCE: i-cubed, 1999; ESRI, 2012; ESA, 2014

Florin Creek Project . 209454

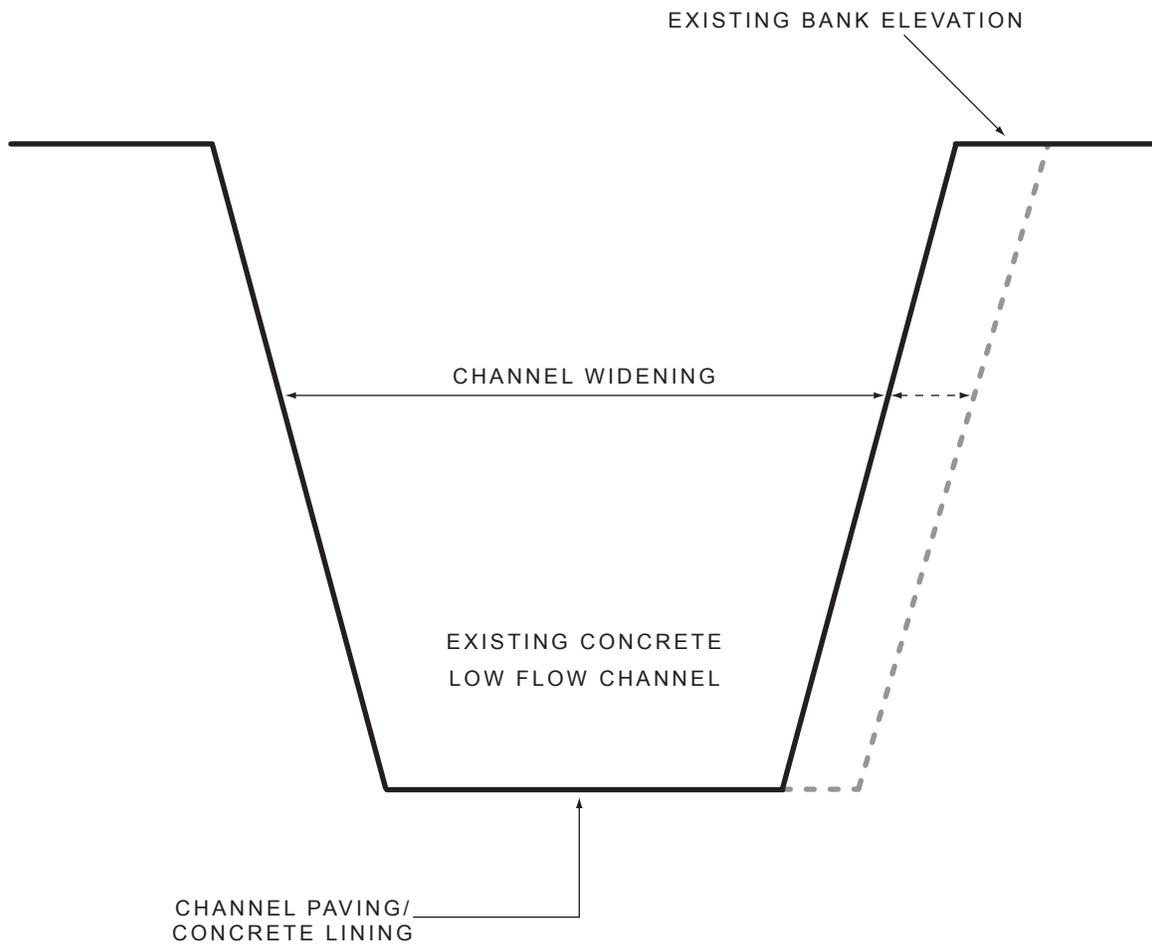
**Figure 2-1**  
Regional Location



SOURCE: Microsoft, 2012; Sacramento County, 2013; ESA, 2014

Florin Creek Project . 209454

**Figure 2-2**  
Project Location



NOTE: Widening may occur on one side or both sides of existing channel depending on available right of way.

**TABLE 2-1  
PROPOSED REFINED DESIGN MEASURES**

<b>Proposed Refined Design Measures</b>	<b>Description of Proposed Project.</b>	<b>Description of Approved Project.</b>
Channel Widening	Bottom width of excavation to range from 12 to 39 feet and the top width would increase at the same width as the Approved Project to allow for the required bank slope.	Bottom width excavation from 5 to 25 feet; top width excavation from 15 to 20 feet.
Flood Walls/Sheet Piles	Flood walls would be built along two parcels on the south bank of Florin Creek upstream of Persimmon Avenue bridge. A sheet pile wall would be installed along the north bank of the creek immediately downstream of La Mancha Way.	Flood walls along the entire reach of Florin Creek from SR 99 to Franklin Boulevard on both banks.
Retaining Walls	Retaining walls would be built along the bike path on the north bank immediately downstream of La Mancha Way, and along the Persimmon Ave bridge on all four connections to the bridge.	None.
Construction Staging	Construction staging would now be located on one parcel located at Pomegranate Avenue and La Mancha Way.	Multiple staging areas.
Berms	Minor berms along the banks of Florin Creek would be used upstream of Persimmon Avenue instead of flood walls.	Approved Project design included only floodwalls.
Access	Design refinements would include a new permanent access ramp opposite an existing ramp located at Franklin Boulevard to connect with the existing top of bank maintenance road and temporary ramps as needed to access the channel bottom	The previous Approved Project design used the existing ramp.
Fence Relocation and Tree Removal	Encroachments into the channel ROW include approximately 200 trees, fences, and other features that will be removed as part of the project to meet current USACE engineering design standards.	Previous Approved Project design plans did not identify encroachments within the channel ROW and did not include tree removal.

Channel excavation on Florin Creek was originally proposed from the confluence with Elder Creek to the downstream side of Orange Avenue, east of SR 99. Sensitivity studies showed that there was little to no benefit to channel excavation to Orange Avenue. The reach between Orange Avenue and Stockton Boulevard is a fairly short reach, approximately 650 feet. Various channel widening alternatives were modeled in this reach with little or no change in the water-surface elevation. The design on the remaining reach of Florin Creek would be refined through channel excavation described below.

From approximately 175 feet downstream of Franklin Boulevard upstream to SR 99, the bottom width of the channel would be excavated and widened between 12 to 39 feet wide with top widths to be widened between 15 to 20 feet and side slopes of 1:1.5 remaining the same as the Approved Project. Unlike the previous design evaluated in the Approved Project, the channel bottom would not be excavated below the current grade of the existing concrete channel. Old concrete would be ripped up and disposed of at an approved waste site authorized to accept concrete waste. Vegetation on the channel banks and bottom would be cleared and transported to the nearest landfill for disposal. Removal of two asbestos-cement (AC) pipeline along the north bank of the creek would

be completed after vegetation has been cleared on the bank and before channel widening activities. California American Water Company (CalAm), the owner of the pipelines, would contract State-licensed asbestos abatement contractors for the removal and disposal of the AC pipeline at an appropriate waste facility pursuant to state regulations. Excavated soil from Florin Creek would be transported to the nearest landfill. A concrete channel would be poured in the creek bed after other design measures are completed. When construction is completed, the cofferdam would be removed and water would return to the stream channel.

## 2.2.2 Flood, Sheetpile, and Retaining Walls

Floodwalls increase channel capacity by adding height to the channel bank or levee without widening the bank or levee. Floodwalls can typically be constructed with “H-pile walls,” using steel “H” beams laid in trenches and inserted with precast or cast-in-place concrete to form a wall; or, driving sheetpiles in the streambank/levee. Installation of floodwalls would be coordinated with stream channel excavation to avoid conflicts. Retaining walls would be composed of reinforced concrete constructed in place with forms and designed to engineering standards to structurally contain soil in place behind them.

Floodwall height would be constructed up to 5.6 feet above the existing levee/bank height as a result of the design refinements. However the floodwall’s actual exposure at the surface would be limited to two to four feet above the existing grade. This is approximately one foot lower than the original design. Also, whereas the original design specified floodwalls between SR 99 and Franklin Boulevard and along both banks, the Proposed Project design refinements would potentially construct a floodwall only along two parcels upstream of Persimmon Avenue and only on the south (left) bank of Florin Creek. A sheetpile wall would be installed along the north bank of the creek immediately downstream of La Mancha Way. Retaining walls would be built along the bike path on the north bank immediately downstream of La Mancha Way, and along the Persimmon Ave bridge on all four connections to the bridge. The retaining walls along the bike path would extend six inches above the path surface and include a cable railing along the creek side of the path for safety in areas where the drop from the bank exceeds four feet. The retaining walls at the Persimmon Avenue bridge would be flush with the ground surface and also include a cable railing adjacent to the bike path to allow surface water runoff and debris to pass through to the creek.

## 2.2.4 Berms

Prior to construction of the Project, SAFCA, under a separate project, would build a multi-use detention basin in Florin Creek Park which will provide approximately between 3,000 and 5,000 cy of soil that would be spread out within the construction staging area site, and approximately 1,000 cy of additional soil from the creek excavation work used to create berms along portions of the north and south banks of Florin Creek between Persimmon Avenue and La Mancha Way, as well as a portion of the north and south banks of the creek immediately downstream of Persimmon Avenue. The bicycle path along the north bank will be replaced in the same location along the top of the soil berm.

## 2.2.5 Access Ramp

The Proposed Project would construct a new permanent access road opposite the existing one at the bridge crossing at Franklin Boulevard to connect with an existing top of bank maintenance patrol road. The existing access ramp would continue to be used to enter the channel for maintenance activities. During construction temporary ramps would be constructed where needed for channel access. No new access ramps were considered under the Approved Project.

## 2.2.6 Fence Relocation and Tree Removal

The Proposed Project would relocate fences within the Florin Creek right of way (ROW) to the correct ROW property line. In addition, all trees and shrubs within the ROW would be removed. Any heritage tree or native oak tree removed would be mitigated for according to the requirements of the City Heritage Tree Ordinance and the County Oak Tree Preservation and Protection Ordinance.

## 2.3 Construction Activities

### 2.3.1 Staging and Material Disposal Sites

Construction staging areas were originally planned on three separate locations in the vicinity of Florin Creek under the Approved Project. The Proposed Project would not require the use of three separate construction staging areas. Staging areas for equipment and materials would be located within a privately owned parcel on the north side of Pomegranate Avenue at La Mancha Way. Several disposal sites would be used depending on the type of material involved. Old concrete from the low-flow channels would be disposed at an approved waste site that accepts concrete waste. Cleared vegetation from the channels would be transported to the nearest approved landfill for disposal.

### 2.3.2 Equipment and Personnel

Equipment and personnel to be used for the Proposed Project would be similar to those identified for the original design in the Approved Project. Equipment that could be used includes backhoe-loader, excavator with bucket, bulldozer, grader, scrapers, gas and or diesel powered compressor, gas and or diesel powered electric generator, concrete vibrator, vibratory compactor, flatbed truck, dump truck, and haul trucks. Equipment and materials would travel or be transported on local roadways to the construction site. Personnel required for project construction would range from nine to 25 based on specific construction activities and pace of construction.

### 2.3.3 Construction Access

Access routes for the construction refinements along Florin Creek would be the same as identified and evaluated in the Approved Project, with the exception that most trips would originate from the one staging site to permanent and or temporary access ramps located at each bridge crossing.

### 2.3.4 Project Construction Schedule

Construction of the entire South Sacramento Streams Group Project was estimated to take approximately six years. The Approved Project anticipated that construction would be carried out on one stream reach per year to minimize potential impacts to special-status species. The Proposed Project would be the only stream reach to be constructed at this time. It is assumed that the Proposed Project could involve simultaneous construction activities including channel excavation (1 crew) and installation of a retaining wall on the Persimmon Ave Bridge (2 crews) at a given time during the construction window of May through October (six months) and could likely be phased over two years beginning in 2015 and ending in 2016. Tree removal and fence relocation is anticipated to begin in 2014.

### 2.3.5 Operation and Maintenance

Operation and maintenance procedures following construction of the Proposed Project would be similar to those maintenance activities currently employed along Florin Creek as evaluated for the Approved Project. These activities include annual vegetation removal (e.g., mowing, etc.) within the channel and periodic inspection of bridges, outfalls, culverts and berms.

## 2.4 Other Project Commitments

Certain project commitments incorporated into the Approved Project would be incorporated into the Proposed Project. These commitments include:

- Consultation and coordination with local utility providers, including Sacramento Municipal Utility District, Pacific Gas & Electric Co., Sacramento Area Sewer District, Sacramento Regional County Sanitation District, and local water purveyors, will be performed to ensure avoidance of conflicts with existing utility services or interfere with installation of future facilities that may be installed by these utility providers.
- Mitigation or compensation for the loss of wildlife habitat will be completed through off-site habitat acquisition or participation in an existing, approved mitigation bank.
- Consultation with interested stakeholders, including the California Department of Transportation, and the County and City of Sacramento will be performed to respond to inquiries and concerns regarding the effect of flood control improvements on existing transportation facilities.
- Design measures (e.g., flap gates) will be constructed along each stream reach to maintain existing overland flows to ensure that the proposed improvements do not obstruct these flows into each of the affected waterways.

# CHAPTER 3

## Environmental Checklist

### 3.1 Aesthetics

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>1. AESTHETICS — Would the Project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

General aesthetics terms, site views, and the visual resources regulatory environment were described and evaluated in the Approved Project. Visual or aesthetic resources are generally defined as both the natural and built features of the landscape that contribute to the public’s experience and appreciation of the environment. Depending on the extent to which a project’s presence would alter the perceived visual character and quality of the environment, visual or aesthetic impacts may occur.

Urban development and concrete conveyances contribute to the urbanized character in the Project area. Much of the area includes residential neighborhoods and commercial businesses. The banks of Florin Creek are covered with vegetation consisting of nonnative annual grasses, various shrubs, and scattered willows in some areas. Florin Creek cannot be viewed from SR 99 looking west due to a sound barrier/wall. Other local road crossings over Florin Creek are characteristic of an urban stormwater channel framed by fences and trees along the tops of both banks of the creek.

### Discussion

- a,b) **No Impact.** There are no scenic vistas or scenic resources in the Project area and the existing topography limits viewing.

- c) **Less-than-Significant.** Because the Project area is urban in character and Florin Creek is lined with concrete in most locations, the Proposed Project would result in little change to the immediate drainage corridor when compared to existing conditions. The principal visual features that would be different from the Approved Project would be a significant reduction in the construction of floodwalls along Florin Creek from both banks and along the entire reach (from SR 99 to Franklin Boulevard) to potentially just along the south bank adjacent to two parcels upstream of Persimmon Avenue. While the proposed floodwalls, sheetpile walls, and retaining walls would constitute new features in the local landscape, they would be designed to conform to applicable federal and state construction design specification and design guidelines and would be maintained in accordance with applicable Sacramento County and City of Sacramento regulations so that they blend in with nearby structures and are textured appropriately to discourage graffiti, as identified in the Approved Project. The proposed refinements would likely be visible from local roadways and adjacent residents, however through the implementation of an inconspicuous design impacts to aesthetics would continue to be less-than-significant.

The Proposed Project would result in the removal of approximately 200 trees along the banks of Florin Creek that were not previously identified in the Approved Project. Removal of these trees is necessary to meet USACE engineering design standards. Further, recent property boundary surveys have revealed encroachment within the Florin Creek ROW from residential fences and the establishment of mostly ornamental trees and shrubs along the fence lines. As a result, fences identified within the ROW would be moved further away from the channel and banks to the correct ROW boundary, and trees within the ROW would be removed. The trees identified for removal within the ROW are spread out along the entire reach from SR 99 to Franklin Boulevard. Many of the trees proposed to be removed, while visible from adjacent residences are not directly visible by the general public; therefore removal of the trees would not result in a significant change in existing urbanized landscape views.

- d) **No Impact.** The Proposed Project would not install or incorporate any new sources of light or glare.
-

## 3.2 Agricultural and Forest Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>2. AGRICULTURAL AND FOREST RESOURCES —</b>				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.				
<b>Would the Project:</b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

The Project design refinements are located in an urban area that is surrounded by residential and commercial development, urban roads, parks, and SR 99. No land within the Florin Creek ROW is designated for agricultural use.

### Discussion

- a-e) **No Impact.** The Project design refinements are located along a segment of Florin Creek which is not designated as Prime, Unique, or Farmland of Statewide Importance; or an area zoned as forest, timberland or used for timber production. As such, the Project would not convert agricultural or forest lands to other uses, or conflict with existing agricultural and timberland zoning or a Williamson Act contract.

### 3.3 Air Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>3. AIR QUALITY —</b>				
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.				
<b>Would the Project:</b>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Environmental Setting

The Project is in Sacramento County, in the Sacramento Valley Air Basin within the Sacramento Metropolitan Air Quality Management District (SMAQMD). Sacramento County is currently designated as a nonattainment area for federal and state ozone, particulate matter (PM)<sub>10</sub>, and PM<sub>2.5</sub> standards. PM<sub>10</sub> and PM<sub>2.5</sub> standards are established to protect human health and refer to air pollutants that consist of particles ten microns and two and a half microns or less in diameter, respectively. PM<sub>10</sub> standards are also designed to protect visibility and prevent vegetation damage. The air districts within the lower Sacramento Valley develop plans designed to achieve the state and federal ozone, PM<sub>10</sub>, and PM<sub>2.5</sub> standards. These plans present comprehensive strategies to reduce ozone precursors (reactive organic gas [ROG] and nitrogen oxide [NOx]), PM<sub>10</sub>, and PM<sub>2.5</sub> emissions from stationary, area, mobile, and indirect sources. Such strategies include the adoption of rules and regulations, enhancement of CEQA participation, adoption of local air quality plans, and stationary, area, mobile, and indirect-source control measures.

### Discussion

- a) **No Impact.** The Project would result in construction of modifications not previously analyzed for the Approved Project. Specific air quality impacts related to criteria pollutants are discussed in responses to Checklist Items b) and c) below. The Proposed Project would comply with SMAQMD regulations and would not produce any emissions above the thresholds of significance (see below). The Project is part of a larger flood control project within an urbanized area of Sacramento County and would not facilitate growth. Therefore, the Project would not conflict with or obstruct implementation of SMAQMD’s Air Quality Attainment Plan.

- b) **Less-than-Significant.** Project construction emissions would be short-term or temporary in duration. Project construction activities would generate fugitive dust (defined as dust created by the project that falls outside of the project boundaries), including PM<sub>10</sub> and PM<sub>2.5</sub>. Fugitive dust emissions are primarily associated with site preparation and vary as a function of parameters such as soil silt content, soil moisture, wind speed, acreage of disturbed area, and miles traveled by construction vehicles on- and off-site.

Proposed Project construction activities are anticipated to be phased over either a single year or two years with construction activities scheduled from May to October beginning in 2015 and ending in 2016. Tree removal and fence relocation is anticipated to begin in 2014. Although construction would generate emissions of ROG, NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>, SMAQMD has only developed mass emission thresholds for NO<sub>x</sub> of 85 pounds per day. Modeling of construction activities has shown that NO<sub>x</sub> emissions would be approximately 54 pounds per day modeled for a condensed four-month construction period (see Appendix A for modeling details). Therefore, the Project would not exceed the SMAQMD thresholds for the much longer construction schedule.

SMAQMD has also established significance thresholds for PM<sub>10</sub> that are based on the Proposed Project's contribution to ambient PM<sub>10</sub> concentrations. Projects that implement SMAQMD's Basic Construction Emission Control Practices and that cover less than 15 acres are considered by the District to not have the potential to exceed or contribute to the District's concentration-based threshold of significance for PM<sub>10</sub> (and, therefore, PM<sub>2.5</sub>) at an off-site location (SMAQMD 2009).

The Proposed Project would be subject to SMAQMD's Rule 403, which restricts fugitive dust generation during construction, as enforced by SMAQMD staff. The Project contractors would be required to follow this rule by implementing the following measures as part of the Project:

- Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would travel along freeways or major roadways would be covered.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour.
- All roadways, driveways, sidewalks, parking lots to be paved would be completed quickly as possible.

The Project would also be subject to California regulations that limit vehicle idling (California Code of Regulations Title 13, §2449(d)(3) and §2485). Compliance with these regulations would ensure that project construction would be consistent with

SMAQMD's Basic Emission Control Practices. Consequently, the Proposed Project would not result in a significant PM<sub>10</sub> or PM<sub>2.5</sub> impact.

Therefore, construction of the Proposed Project would not violate air quality standards or substantially contribute to an existing or projected air quality violation. Project operational emissions include minor maintenance activities that would not differ substantially from current maintenance activities in Florin Creek as covered in the Approved Project. Consequently, the Proposed Project's increase in operational emissions would be negligible.

- c) **Less-than-Significant.** Sacramento County is currently designated as a federal and state nonattainment area for ozone, PM<sub>10</sub>, and PM<sub>2.5</sub>. As discussed in Checklist Item b) above, the Project's construction related activities would result in temporary increases in ROG, NO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub> emissions. However, these emission increases are less than the applicable SMAQMD significance thresholds. The Proposed Project would generate a negligible amount of operational emissions that would not differ from current maintenance landscaping activities that occur along Florin Creek on an infrequent basis. The Proposed Project would not require workers for its daily operation. As described above in Checklist Item b), the Project's emissions would be limited to construction and those construction emissions are considered to be less than significant; consequently, the Project's cumulative impacts would also be less than significant. As discussed in Checklist Item a), above, the Project would be consistent with the SMAQMD's Air Quality Attainment Plan, which is designed to ultimately achieve attainment of air quality goals and standards. Therefore, the contribution of the Project to cumulative air quality impacts would be less than significant.
- d) **Less-than-Significant.** The nearest sensitive receptors to Florin Creek are the residences adjacent to both banks of the creek. The pollutants of concern that would impact sensitive receptors in the Project area are fugitive PM<sub>10</sub> and PM<sub>2.5</sub> dust, and diesel particulate matter exhaust from construction equipment. Emissions of PM<sub>10</sub> and PM<sub>2.5</sub> are discussed in Checklist Item b), above, and would not be significant. The construction period for the Project is four months and the Project would not use substantial quantities of construction equipment. Thus, Proposed Project construction activities would not pose long-term or significant health risks to nearby residents in the vicinity.
- e) **Less-than-Significant.** The closest sensitive receptors are homes adjacent to Florin Creek. The Proposed Project would not generate long-term objectionable odors. During construction, odors associated with the intermittent operation of diesel-powered equipment may be detected at nearby residences. However, this effect would be of short duration.

## References

Sacramento Metropolitan Air Quality Management District, 2009b. *Guide to Air Quality Assessment*. Adopted December 2009 and last updated October 2013.

### 3.4 Biological Resources

<u>Issues (and Supporting Information Sources):</u>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>4. BIOLOGICAL RESOURCES— Would the Project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

As evaluated in the Approved Project, Florin Creek is a freshwater perennial stream that is, surrounded by urban land uses which have limited the diversity and quality of the natural habitats in the creek. Florin Creek was determined by the USACE to be waters of the U.S. and subject to provisions of the Clean Water Act (CWA) for the deposit of dredged or fill material into the waterway. Florin Creek is a narrow incised channel with a low-flow concrete liner from Pomegranate Ave downstream to the confluence with Elder Creek. This stretch of the creek supports nonnative grassland species along the banks, and some scattered willows.

Wildlife species associated with Florin Creek are generally those species that can tolerate human disturbance. These species include some common birds such as western meadowlark (*Sturnella neglecta*), house sparrow (*Passer domesticus*), house finch (*Carpodacus mexicanus*), red-winged blackbird (*Agelaius phoeniceus*), western scrub-jay (*Aphelocoma californica*), northern mockingbird (*Mimus polyglottos*), yellow-billed magpie (*Pica nuttalli*), and mourning dove (*Zenaida macroura*). In addition, some small mammal species such as house mouse (*Mus musculus*), striped skunk (*Mephitis mephitis*), opossum (*Didelphis marsupialis*), raccoon

(*Procyon lotor*), and California vole (*Microtus californicus*) travel along the channel corridor. Vegetation communities, wildlife habitats, and special-status species within the Proposed Project Florin Creek segment have not changed since the Approved Project.

In conducting the following impact analysis, three principal components of the Guidelines outlined above were considered:

- Magnitude of the impact (e.g., substantial/not substantial);
- Uniqueness of the affected resource (i.e., rarity of the resource); and
- Susceptibility of the affected resource to perturbation (i.e., sensitivity of the resource).

The evaluation of the significance of the following impacts considered the interrelationship of these three components. For example, a relatively small magnitude impact to a state or federally listed species would be considered significant because the species is very rare and is believed to be very susceptible to disturbance. Conversely, a plant community such as California annual grassland is not necessarily rare or sensitive to disturbance. Therefore, a much larger magnitude of impact would be required to result in a significant impact. Some impacts may be partially mitigated through implementation of the avoidance, minimization, and mitigation measures adopted in the Approved Project. Unless otherwise noted, impacts below requiring mitigation include previously adopted mitigation measures in the Approved Project, as applicable to Florin Creek biological resources.

## Discussion

### a) **Less-than-Significant with Mitigation.**

***Impacts to Nesting Raptors and Tricolored Blackbird.*** The Proposed Project includes the removal of vegetation that could result in a loss of nests and/or a temporary disturbance of nests from construction activities and the potential loss of habitat not previously evaluated for the Approved Project. Removal or causing the failure of nests of the species would be considered a potentially significant impact. Implementation of the following mitigation measures adopted for the Approved Project and from subsequent permits through USFWS and the CDFW would reduce impacts to nesting raptors and migratory birds to less than significant.

**Mitigation Measure BIO-1:** For construction of the Project design refinements that would occur between March 15 and September 15, pre-construction surveys shall be conducted in suitable nesting habitat within ½-mile of the Project site for Swainson's hawk, within 1,000 feet of the Project site for tree-nesting raptors and northern harriers, and within 500 feet of the Project site for burrowing owls.

Surveys shall conform to the new Swainson's Hawk Technical Advisory Committee (2000) guidelines and CDFW burrowing owl recommendations. Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons. Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding

(December 1 to January 31) seasons. If nesting raptors are recorded within their respective buffers, CDFW will be consulted regarding suitable measures to avoid impacting breeding effort. Measures may include, but are not limited to:

- Maintaining a 500 foot buffer around each active raptor nest. No construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.
- Depending on conditions specific to each nest, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the nest(s) shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the nest, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the nest is no longer active or the project receives approval to continue from CDFW.

**Mitigation Measure BIO-2:** For construction of the Project design refinements between March 15 and August 1, at least two pre-construction surveys (separated by at least 2 weeks) for tricolored blackbird colonies shall be conducted in suitable habitat by a qualified biologist. These surveys shall be completed within 30 days of construction. If a colony is identified in or within 500 feet of the Project site, CDFW will be consulted regarding suitable measures to avoid impacting breeding efforts. Measures may include, but are not limited to:

- Maintaining a 500-foot buffer around each colony; no construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.
- Depending on conditions specific to each colony, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the colony shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the colony, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the colony is no longer active or the project receives approval to continue from CDFW.

***Impacts to Nests or Eggs of Any Bird Species.*** There are many bird species that nest in shrubby vegetation in riparian areas or in annual grassland. CDFW Code Section 3503 has provisions against taking, possessing, or needlessly destroying eggs or nests of any birds. Removal of vegetation and ground disturbance in the borrow areas for the project may cause the destruction of nests and eggs. Therefore, this impact is considered potentially significant.

**Mitigation Measure BIO-3:** To avoid the removal of active nests and eggs during the nesting season, tree or vegetation removal shall be scheduled to occur outside of the nesting season of February 1 to September 1. If tree or vegetation removal must occur during the nesting season, a pre-construction clearance survey shall be conducted within 30 days of construction in the areas where tree or vegetation is proposed to be removed. If no active nests are detected, construction may proceed. If active nests are detected, 20-foot avoidance zones shall be established to avoid disturbance. If avoidance is not possible, CDFW will be contacted.

***Removal of Nesting or Foraging Habitat for Migratory Bird Species.*** The Proposed Project would result in the removal of approximately 200 mature trees and shrubby vegetation within the Florin Creek ROW. Several migratory bird species either nest or forage in vegetation similar to that which would be removed by the Project. Areas impacted by construction activities would be restored after construction with appropriate native grassland species. A large number of common bird species are migratory and fall under the jurisdiction of the Migratory Bird Treaty Act (MBTA). A comprehensive list of MBTA species that could occur in the project site is too lengthy to provide here, but includes such familiar species as northern mockingbird, mourning dove, and black phoebe. Numerous migratory bird species have the potential to nest within the Project site. The nests of all migratory birds are protected under the MBTA, which makes it illegal to destroy any active migratory bird nest. Therefore, removal of trees and shrubs during the nesting season would be a significant impact. Implementation of the following new mitigation measure would reduce impacts to nesting migratory birds to a less-than-significant impact.

**Mitigation Measure BIO-4: Migratory Bird Avoidance Mitigation.**

- ***Avoid Active Nesting Season.*** To avoid impacts to tree and shrub nesting bird species, SAFCA shall conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31), if feasible.
- ***Conduct Pre-construction Nesting Bird Surveys.*** If construction, grading or other Project-related activities are scheduled during the nesting season (February 1 to August 31), pre-construction surveys shall be conducted by a qualified wildlife biologist to identify active nests within 250 feet of Project construction activities. The surveys shall be conducted no less than 14 days and no more than 30 days prior to the beginning of construction. Surveys shall be conducted by a qualified biologist in accordance with the following protocols:
  - Surveys for purple martin and nesting raptors shall include at least two pre-construction surveys (separated by at least two weeks).
  - Surveys for other migratory bird species shall take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat.
  - If the pre-construction surveys do not identify any nesting raptors or other nesting migratory bird species within areas potentially affected

by construction activities, no further mitigation would be required. If the pre-construction surveys do identify nesting raptors or other nesting bird species within areas that may be affected by site construction, the following shall be implemented.

- ***Avoid Active Bird Nest Sites.*** Should active nest sites be discovered within areas that may be affected by construction activities, Project-related construction impacts shall be avoided by establishment of appropriate no-work buffers to limit construction activities near the nest site. The size of the no-work buffer zone shall be determined in consultation with the CDFW although a 500-foot buffer shall be used when possible. The no-work buffer zone shall be delineated by highly visible temporary construction fencing where appropriate. In consultation with CDFW, monitoring of nest activity by a qualified biologist may be required if the project-related construction activity has potential to adversely affect the nest or nesting behavior of the bird. No project-related construction activity shall commence within the no-work buffer area until a qualified biologist and CDFW confirms that the nest is no longer active.

***Temporary Loss of Foraging Habitat for Swainson's hawks.*** The Project design refinements would not have any additional effects to known nest sites for Swainson's hawk, but would affect additional potential foraging habitat (i.e., annual grassland) in the project area. These effects would be temporary. A large amount of foraging habitat currently exists within a 1- to 5-mile radius of known nest sites. Therefore, Swainson's hawks would have alternative foraging areas during project construction. Any annual grassland removed for construction will be restored. Therefore, the temporary loss of foraging habitat would be considered a less-than-significant impact.

***Disturbance of Bat Roost Sites.*** Special-status bat species have a low potential of occurring in the project area due to the no suitable roost sites available in the Project site. However there is suitable foraging habitat within the Project site. These bats potentially roost in areas adjacent to the Project site and construction activities may cause disturbance to bats roosting in the area. This disturbance would be temporary and short-term. The temporary disturbance of roosting bats would be considered a less-than significant impact.

***Direct or Indirect Impacts to Giant Garter Snake and Western Pond Turtle.*** Giant garter snake may occur in the Florin Creek or in uplands within 200 feet of the channel. Appropriate habitat has been identified in the Project area. Excavation of the stream channels and construction of the flood control measures could impact the species. However, impacts are expected to be minimal due to:

- the effect to individuals would be temporary;
- adjacent aquatic habitat is limited to lined channels for most of the snake's active period; and
- use of the area is expected only during downstream flooding or during other dispersal activities.

In addition SAFCA would ensure implementation of the respective terms and conditions and reasonable and prudent measures identified in the Biological Opinion (BO) by the USFWS from April 15, 2002 (as amended on November 15, 2004). The BO includes the USFWS' *Standard Avoidance and Minimization Measure During Construction Activities in Giant Garter Snake Habitat* including the requirement that construction be limited to the period between May 1 and October 1, the active period for the snake.

Western pond turtle may also occur in the Florin Creek and could likewise be impacted. Impacts to western pond turtle would be limited to disturbance of individuals during construction of the Project design refinements and temporary loss of habitat due to dewatering during construction. Disturbance during construction would be temporary and short-term. Habitat for the western pond turtle would be restored following construction. The potential for loss of western pond turtle individuals and habitat would be considered a less-than-significant impact with mitigation.

**Mitigation Measure BIO-5:** Prior to construction in aquatic habitat, the crews shall receive giant garter snake and western pond turtle awareness training, as directed in the Approved Project. This training shall include, at a minimum, a description of giant garter snake and western pond turtle, their habitat requirements, and a photograph or illustration of the species so that crews can recognize the species. In the event that either species is present in the construction area, a qualified biologist holding necessary permits shall be retained to remove them from the construction area.

**Direct or Indirect Impacts to Special-Status Plant Species.** Five special-status plant species, Suisun marsh aster, rose-mallow, Delta tule-pea, Sanford's arrowhead, and blue skullcap, may grow in or at the margin of Florin Creek and could be impacted by construction. Sanford's arrowhead has been detected in the Project area. Mitigation measures from the 1998 EIS/EIR include conducting rare plant surveys in the Project area and removing and relocating any individuals detected. Due to channel widening, the area of potential habitat would actually be increased over the long term. Therefore, direct or indirect impacts to these species would be considered less-than-significant.

b,c) **Less-than-Significant with Mitigation.**

**Riparian.** Critical habitats are areas considered essential for the conservation of a species listed as endangered or threatened under the federal Endangered Species Act (ESA). Critical habitats are specific geographic areas that contain features essential for conservation of listed species and may require special management and protection. Critical habitat can include an area not currently used by an endangered or threatened species, but that could be needed for species recovery. Projects involving a federal agency or federal funding are required to consult with the USFWS to ensure that project actions do not destroy or adversely modify critical habitat. Although areas along the banks of Florin Creek could be considered poor quality riparian habitat, a current review of information for USFWS Critical Habitat for Threatened and Endangered Species shows that the Project site is currently not located within any designated critical habitat.

Further, since ongoing maintenance activities remove vegetation annually, impacts to riparian vegetation are considered less-than-significant.

**Annual Grassland.** The loss of additional introduced annual grassland habitat within the Project site does not constitute a significant impact to biotic resources due to its local and regional abundance and to the degraded nature (i.e., prevalence of non-native plant species) of much of this community. The Project site encompasses approximately 10 acres are primarily nonnative annual grassland and consists of an urban landscape rather than annual grassland. Annual grassland vegetation removed would be restored following construction. Therefore, this impact is considered less-than-significant.

**Wetlands/Waters of the US.** Implementation of the Proposed Project would result in the temporary disturbance of federally protected wetlands, including waters of the U.S., within Florin Creek covered in the Approved Project with the following adopted mitigation measure.

**Mitigation Measure BIO-6:** Similar to the mitigation measure adopted for loss of wetlands in the Approved Project, any loss of additional wetlands shall be compensated to the degree needed to replace the functional values supported by this habitat. According to the Habitat Evaluation Procedure (HEP) analysis performed in 1998, the total compensation acreage equals about 1.16 acres (0.71 acre of seasonal wetland, 0.23 acre of emergent marsh, and 0.19 acre of riparian scrub-shrub). The Proposed Project may result in the loss of additional wetlands. These additional wetlands will be replaced in a manner similar to the Approved Project. Suitable off-site mitigation land acquisition or mitigation bank purchase would adequately compensate for impacts associated with project implementation.

- d) **Less-than-Significant.** During non-flood condition, waters from Florin Creek via Morrison Creek are pumped into the Sacramento River by the City of Sacramento before it flows into the Beach Lake area. During flood conditions, Florin Creek flows downstream into Elder Creek, then into Morrison Creek, ultimately discharging over a weir into Beach Lake, which is tributary to the Mokelumne River. Therefore, the pump creates an impassable barrier to fish species in the Sacramento River. However, there is some limited potential for common, warmwater fish species in Florin Creek. The creek is channelized with very low flows in the summer and little to no streamside vegetation. This combination leads to high water temperatures and poor water quality and resulting poor fish habitat. Additionally, Florin Creek has a concrete low-flow liner with little to no substrate on the creek bottom for cover or food and annual maintenance practices include removing vegetation in the creek and on the lower portion of the banks. This annual disruption discourages conditions favorable for fish, such as overhanging streamside vegetation. Occasionally, fish do appear in the creeks, usually as upstream or downstream migrants that travel through when flows are high or become stranded in the creeks after a period of high flows. Therefore, the Project would have a less-than-significant impact.
- e) **Less-than-Significant.** The Proposed Project would remove approximately 200 trees along Florin Creek. Additionally, Project activities could harm retained trees by direct

impacts to tree limbs, trunk, or roots, or indirect impacts through changes in hydrology or water quality impacts. Some of these trees to be removed would include trees that meet the criteria of a heritage tree under the City of Sacramento's Heritage Tree Ordinance. Also, some of the trees are native oaks that would meet the criteria for mitigation according to Sacramento County's Tree Preservation Ordinance. The SAFCA would consult with and follow the City and County tree ordinances to mitigate for the loss of heritage and native oak trees, respectively.

These protection requirements would pertain to all large mature trees that meet the specified criteria within the City and County Ordinances planted within the Project ROW. The precise number of trees to be removed is not known at this time, however because the Project would comply with the City and County Ordinances for identification of heritage and native oak trees, application for removal of heritage and oak trees, and mitigation fees paid to a Tree Preservation Fund, impacts would be less than significant.

- f) **No Impact.** The Proposed Project is located within Sacramento County which is currently in the process of developing the South Sacramento Habitat Conservation Plan (SSHCP). The SSHCP will cover 40 different species of plants and wildlife including 10 that are state or federally listed as threatened or endangered. The SSHCP will be an agreement between state/federal wildlife and wetland regulators and local jurisdictions, which will allow land owners to engage in the "incidental take" of listed species (i.e., to destroy or degrade habitat) in return for conservation commitments from local jurisdictions. However, at this time, development of the SSHCP is in-progress and has not been adopted by the County and is therefore not applicable to the Proposed Project. Thus, the Proposed Project is currently not located within the boundaries of any adopted NCCP or HCP.

## 3.5 Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>5. CULTURAL RESOURCES — Would the Project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Environmental Setting

The regional cultural resources setting and regulatory framework for evaluation and protection of cultural resources was described previously for the Approved Project. Based on the results of previous records and surveys conducted for the Approved Project, in addition to an updated records with the North Central Information Center conducted for the Proposed Project, there are no recorded prehistoric or historic archeological sites or historic structures within the Area of Potential Effect (APE) for the Proposed Project. No properties are listed on, or eligible for, the National Register of Historic Places. No known cultural resources would be affected by the Proposed Project. The updated records and literature search within the Project site was negative for cultural resources.

### Discussion

- a,b) **Less-than-Significant with Mitigation.** Previous record searches and field surveys were conducted for the Approved Project and an updated record search was performed for the Proposed Project. Results of the field survey for the Approved Project concluded that no cultural resources were identified at the surface, including along the Project design refinements. Based on these findings and the updated records search, no recorded prehistoric or historic archeological sites or historic structures would be affected by the Proposed Project. These findings in conjunction with the urban and disturbed nature of much of the Project site make the potential for unearthing unrecorded archaeological resources unlikely. Nonetheless, in considering the proposed excavation as part of the Project, it is possible that construction activities could encounter significant cultural resources at depth. With the implementation of the prescribed mitigation, this impact would be reduced to a less-than-significant level.

**Mitigation Measure CUL-1:** If any historic or prehistoric find is determined to be significant by a qualified archaeologist, consultation shall occur to determine an appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by a qualified archaeologist according to current professional standards in accordance with CEQA Guidelines Section 15064.5 (f).

- c) **Less-than-Significant with Mitigation.** The Project area contains recent alluvium of stream channel, stream overflow, and alluvial fan deposits. The sediments are Pliocene and Quaternary marine and non-marine sedimentary rock sources. Given the relatively young geomorphic characteristics of the Project area, the probability of encountering paleontological resources is substantially reduced. This notwithstanding, significant fossil discoveries can be made even in areas designated as having low potential, and may result from the excavation activities related to the Proposed Project. This impact would be reduced to a less-than-significant level with the incorporation of the following mitigation measure.

**Mitigation Measure CUL-2:** Implement Mitigation Measure CUL-1.

- d) **Less-than-Significant with Mitigation.** Impacts to human burials or remains are not expected to result from Project-related construction. However, the subsurface excavation required for construction of the Project design refinements could potentially disturb or destroy human remains from both prehistoric and historic time periods, including those interred outside of formal cemeteries. This is considered a potentially significant impact that would be reduced to a less-than-significant level by implementation of the following mitigation.

**Mitigation Measure CUL-3:** In the event of the discovery of human remains, CEQA Guidelines 15064.5 (e)(1) shall be followed, including:

1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
  - a. The coroner of the county in which the remains are discovered must be contacted to verify that the remains are human, that no investigation of the cause of death is required, and
  - b. If the coroner determines the remains to be Native American:
    - i. The coroner shall contact the Native American Heritage Commission within 24 hours.
    - ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
    - iii. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.

## 3.6 Geology, Soils, and Seismicity

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>6. GEOLOGY, SOILS, AND SEISMICITY —</b>				
<b>Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

The regional geologic, soils and seismicity setting and regulatory framework for evaluation of impacts was described previously for the Approved Project.

### Discussion

- a-e) **No Impact.** The Proposed Project would not involve the construction of any habitable structures; and therefore, would not expose people to risk of loss, injury, or death involving: rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. All structures and facilities would be required to comply with standard engineering practices and Uniform Building Code (UBC) requirements for areas located in Seismic Hazard Zone 3.

### 3.7 Greenhouse Gas Emissions

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>7. GREENHOUSE GAS EMISSIONS — Would the Project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Environmental Setting

Scientists have concluded that climate change (“global warming”) is a regional as well as global concern that is very likely caused primarily by human activity. Greenhouse gas (GHG) emissions, primarily carbon dioxide (CO<sub>2</sub>) from fossil fuel combustion and vegetation removal, are increasing atmospheric concentrations of GHGs and are believed to be the primary cause of contemporary global warming. GHGs from human activities are shown to trap more of the sun’s heat in the earth’s atmosphere, resulting in warming. Nitrous oxide (N<sub>2</sub>O) and methane (CH<sub>4</sub>) also contribute to global warming.

Executive Order S-3-05 establishes a goal to reduce California’s GHG emissions to:

- 2000 levels by 2010,
- 1990 levels by 2020, and
- 80 percent below 1990 levels by 2050

This goal was further reinforced with the Global Warming Solutions Act of 2006 (Assembly Bill 32 [AB 32]). AB 32 sets the same overall GHG emissions reduction goals, while further mandating that the California Air Resources Board (CARB) create a plan (including market mechanisms), and implement rules to achieve “real, quantifiable, cost-effective reductions of greenhouse gases.” Executive Order S-20-06 directs state agencies to begin implementing AB 32. Pursuant to AB 32, CARB adopted a Scoping Plan in 2008, outlining measures to meet the 2020 GHG reduction limits (CARB 2008). To meet these goals, California must reduce its GHG emissions by 30 percent below projected 2020 business-as-usual emissions or about 15 percent from today’s levels. The Scoping Plan estimates a reduction of 174 million metric tons of carbon dioxide equivalent (CO<sub>2</sub>e) from the transportation, energy, agriculture, forestry, and high global warming potential sections. CARB has identified an implementation timeline for the GHG reduction strategies in the Scoping Plan. Some measures may require new legislation to implement, some would require subsidies, some have already been developed, and some would require additional effort to evaluate and quantify.

Senate Bill 97 (SB 97) provides greater certainty to lead agencies that GHG emissions and the effects of GHG emissions are appropriate subjects for CEQA analysis. Pursuant to SB 97, the state’s Natural Resources Agency adopted amendments to the State CEQA Guidelines to address

analysis and mitigation of the potential effects of GHG emissions in CEQA documents and processes.

As described in the *Sacramento County Climate Action Plan – Strategy and Framework Document*, Sacramento County developed an inventory of GHG sources and emissions using data from 2005. This 2005 level represents the baseline emissions referenced in the CARB Scoping Plan. Based on this 2005 emissions inventory, Sacramento County has the goal is to reduce community emissions from the unincorporated County from 4,987,668 to 4,337,103 (about 650,600) metric tons of CO<sub>2</sub>e by 2020 (Sacramento County, 2011). To date, there is no guidance for GHG thresholds for construction activities by SMAQMD or other regional air districts.

## Discussion

- a-b) **Less-than-Significant with Mitigation.** The Proposed Project would generate GHGs during construction activities. The SMAQMD, in its CEQA Air Quality Guidelines (2009), does not establish significance thresholds for construction-related emission impacts. However, SMAQMD has developed a list of Basic Construction Emission Control Practices to reduce construction GHG emissions. These have been listed as Project requirements in the Checklist Section 3.3 (Air Quality). GHGs would be generated by on- and off-road construction vehicles and equipment, and by worker commute trips to the Project site. Emissions from construction activities associated with the Proposed Project would generate up to 214.8 metric tons CO<sub>2</sub>e in if construction were conducting in one year. This is considered a potentially significant impact, and mitigation measure GHG-1 is identified to reduce the impact to less than significant.

The Project would not increase operational emissions. There would be periodic maintenance activity and associated GHG emissions at the Project site. However, maintenance activity would be similar to existing activities and, therefore, the Project would not increase operational GHG emissions and no mitigation is required.

**Mitigation Measure GHG-1:** Vehicles and contractor onsite off-road construction equipment shall comply with the following measures to reduce GHG emissions during construction:

- Train equipment operators in proper use of equipment.
- Maintain construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.
- Use the proper size of equipment for the job.

Implementation of the above listed measures would maintain the Project's construction-related GHG emissions at a less than significant level.

## References

California Air Resources Board (CARB). *Climate Change Scoping Plan*. Adopted December 11, 2008. Re-approved by the ARB on August 24, 2011.

Sacramento County, 2011. *Sacramento County Climate Action Plan – Strategy and Framework Document*. Adopted November 9, 2011.

Sacramento Metropolitan Air Quality Management District (SMAQMD), 2009. *Guide to Air Quality Assessment*. Adopted December 2009 and last updated October 2013.

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### 3.8 Hazards and Hazardous Materials

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>8. HAZARDS AND HAZARDOUS MATERIALS — Would the Project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

A records search for known hazardous materials sites was conducted for the 2005 SEIR to supplement information provided in the 1998 EIS/EIR and to verify the presence or absence of any new hazardous materials sites. The Approved Project found no identified hazardous materials sites near the Proposed Project site. A current review of available databases maintained by the California Environmental Protection Agency and the State Water Resources Control Board did not identify known hazardous materials sites within or adjacent to the Project site. An asbestos-cement (AC) pipeline owned by Cal Am is located within the Project site along the north bank of Florin Creek.

### Discussion

- a-d) **Less-than-Significant with Mitigation.** The Proposed Project would be within the same footprint of those areas analyzed in the Approved Project with regards to unidentified

hazardous materials. The Project site is surrounded by urban development that was previously open undeveloped land likely used for agriculture. The Project is not located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (Cortese List) and therefore would not create a significant hazard to the public or the environment from identified hazardous materials sites. The Project would include the removal and disposal of an AC pipeline by CalAm in accordance with state regulations. California health and safety regulations require specific measures to be taken to prevent the release of asbestos during removal and abatement procedures, including the following:

- Comply with SMAQMD Rule 902 requiring the contractor to notify SMAQMD of any regulated demolition activity. Rule 902 contains specific requirements, including:
  - names and addresses of operations and persons responsible;
  - description and location of the structure to be demolished/alterd including size, age and prior use, and the approximate amount of friable asbestos;
  - scheduled starting and completion dates of demolition or abatement;
  - nature of planned work and methods to be employed;
  - procedures to be employed to meet SMAQMD requirements; and
  - the name and location of the waste disposal site to be used.
- Cal/OSHA must be notified 10 days prior to initiating construction and demolition activities of the asbestos abatement activities.
- Asbestos containing materials that are friable or dusty must be transported and disposed of at an appropriate facility. The contractor and hauler of the material are required to file a Hazardous Waste Manifest detailing the hauling of the material from the site and the disposal of it.

Although unlikely, Project excavation activities could result in the discovery of previously unidentified hazardous materials (e.g., underground storage tank) from previous land uses. The Proposed Project would have a less-than-significant impact with the following mitigation measures.

**Mitigation Measure HAZ-1:** Prior to construction, a site specific health and safety plan shall be prepared by a qualified health and safety professional. The plan shall include measures to reduce the risk for worker exposure and contamination during construction. A worker awareness program shall be developed and implemented to educate the workers on worker safety measures, other provisions of the health and safety plan, and the correct procedures if exposure or contamination occurs. The health and safety plan will include appropriate coordination with treatment plant and other city and county health and safety personnel.

**Mitigation Measure HAZ-2:** The health and safety plan will include a plan for the discovery of unidentified hazardous substances. The plan shall include appropriate testing, remediation, and worker safety measures. This plan will be coordinated with appropriate local health and safety personnel.

**Mitigation Measure HAZ-3:** The health and safety plan shall include procedures that would be implemented in case of an emergency. The health and safety plan shall include appropriate coordination with city and county health and safety personnel.

- e-f) **No Impact.** The nearest airport facility is the Sacramento Executive Airport, located approximately three miles northwest of the Project area. Given the distance of the Project site from this airport and because the Proposed Project does not include any structures of significant height there would be no impact related to aircraft related safety hazards for people working in the Project area or hazard to airport operations.
- g) **Less-than-Significant.** The Project would not result in construction vehicles blocking emergency thoroughfares in the vicinity as Project construction would be limited to within the Florin Creek ROW, the construction staging area would be located directly adjacent to Florin Creek, and roads adjacent to the Project site would not be used for storage of or parking for construction equipment or vehicles and impacts would be less than significant.
- h) **No Impact.** The Project site is not located in an area classified by the California Department of Forestry and Fire Protection (CDF) as a wildland area (CDF, 2007 and CDF, 2008). Further, the Project would not erect permanent structures that are flammable and the creek would be maintained to reduce vegetation in the channel and banks and there would be no impact.

## References

- CDF, 2008. Very High Fire Hazard Severity Zones in LRA, Sacramento County. July, 2008.
- CDF, 2007. Fire Hazard Severity Zones in SRA, Sacramento County. November, 2007.
- DTSC, 2014. California Department of Toxic Substances Control. DTSC's Hazardous Waste and Substances Site List – Site Cleanup (Cortese List), [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov). Accessed February 13, 2014.
- SWRCB, 2014. GeoTracker list. <https://geotracker.waterboards.ca.gov/>. Accessed February 14, 2014.

### 3.9 Hydrology and Water Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>9. HYDROLOGY AND WATER QUALITY — Would the Project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

As the objective of the Proposed Project is to improve local flood protection by increasing the capacity of Florin Creek, it would not increase risks associated with flooding, or place housing within a 100-year floodplain. Since much of the existing channel length is currently concrete-lined, the proposed improvements would add little in terms of new impervious surfaces. General descriptions of the environmental and regulatory setting regarding hydrology and water quality were provided in the Approved Project.

## Discussion

- a,c,f) **Less-than-Significant.** Construction of the Project would occur during the dry season, between May and October, when flows in Florin Creek are generally low and consist mainly of urban return flows. Channel excavation and the construction of drop structures and box culverts would require the diversion and dewatering of the creek channel. Instream construction could temporarily increase turbidity, sediment deposition, and water temperatures in downstream locations.

However, contamination of surface water and/or channel soils could result from construction activities within the affected waterways. Accidental spillage of oil, grease, fuels, hydraulic fluids, or related pollutants could occur during vehicle refueling, operation, and maintenance. Improper handling, storage, or disposal of fuels and materials or improper cleaning of machinery close to or within the waterways could cause surface water quality degradation if these liquids are washed into the adjacent waterbody. Operation of the Project would include infrequent maintenance activities for landscaping and vegetation control along the banks of the channel using standard landscaping equipment, such as lawnmowers, that require minimal fuel.

Even though soil on the Project site is characterized as having a low erosion potential, sediment and other pollutants could result in degradation of receiving water quality in Florin Creek and downstream creeks at levels above applicable water quality standards. However, a Notice of Intent (NOI) for coverage under the General Construction National Pollutant Discharge Elimination System (NPDES) Permit from the Central Valley Regional Water Quality Control Board (CVRWQCB) would be acquired prior to initiation earth disturbing activities. The conditions of that permit would include implementation of a Stormwater Pollution Prevention Plan (SWPPP) that would include Best Management Practices (BMPs) to reduce erosion and sedimentation, and to minimize inadvertent release of other pollutants into surface and groundwater during construction. Such measures would proper storage and handling areas to prevent and contain spilling of fuel, oil, and other potential pollutants, and physical BMPs to prevent soil from entering runoff in the creek (e.g., straw wattles, etc.). Therefore, impacts would be less than significant.

- b) **Less-than-Significant.** The Proposed Project would not install new wells. However, it is recognized that localized and temporary lowering of the water table in locations where channel excavation could occur. Construction activities would not substantially change existing channel soil permeability and construction would occur during the dry season when there are minimal flows in Florin Creek. As a result, there would be little or no change in groundwater recharge or depletion of groundwater sources used for other beneficial uses in the long-term. Therefore, the impact to groundwater resources is considered less-than-significant.
- d,e) **Less-than-Significant.** As previously described, the Proposed Project would increase the stormwater capacity within Florin Creek to reduce local flooding and facilitate the

- prevention of flooding from the 100-year flood in the area. Further, the Project would not result in additional sources of runoff and impacts would be less than significant.
- g) **No Impact.** The Project would not include or result in the construction of new housing.
  - h) **No impact.** The Project is a flood control project and would not impede, but increase flood conveyance.
  - i) **No impact.** The Project would increase the flood protection in the area and would not result in an increase in population. Further, the Project is not located near levees or a dam and there would be no impact.
  - j) **No Impact.** The Project is located approximately 80 miles from the Pacific Ocean and would not be affected by tsunami. Seiche occurs within enclosed water bodies, such as lakes, bays, or contained harbors. Seiche does not typically occur along rivers or creeks. Therefore, seiche is not anticipated to occur in the Project area because there are no large enclosed water bodies within or adjacent to Florin Creek between SR 99 and Franklin Boulevard. Mudflow can occur as a result of volcanic activity, or denuding of large areas of vegetation from highly erosive soils. These conditions do not occur within the project area, the Project would not result in the construction of habitable structures, and there would be no impact.
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### 3.10 Land Use and Land Use Planning

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>10. LAND USE AND LAND USE PLANNING — Would the Project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Environmental Setting

Based on the analysis provided in the Approved Project in conjunction with the Project, this analysis recognizes that many of the potential land use conflicts would be the result of other environmental effects, such as the generation of noise, traffic congestion, or dust generation. These topics are analyzed in detail in subsequent sections of this chapter.

### Discussion

a-c) **No Impact.** Similar to the Approved Project features, the Project would be limited to the existing Florin Creek ROW. The installation of the Project would not divide an existing established community. The Proposed Project would not require any change to existing land use designations or policies. Likewise, the Proposed Project is consistent with local policies adopted to resolve chronic flood occurrences along the affected waterways. Furthermore, no habitat conservation plan or natural community plan has been adopted for the Project area.

### 3.11 Mineral Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>11. MINERAL RESOURCES — Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

a,b) **No Impact.** Based on information contained within the California Geological Survey’s (CGS - formerly the Division of Mines and Geology) Open File Report 99-09, it was determined that no significant mineral resources are located within the Project area. Given the urban setting of the Project area and the context and location of the proposed improvements, the Proposed Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

## 3.12 Noise

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>12. NOISE — Would the Project:</b>				
a) Result in Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Environmental Setting

The Approved Project described the regional noise environment, general noise characteristics and applicable noise regulations that are still applicable to the Proposed Project. For the purposes of this analysis, temporary noise impacts during construction are considered significant if they would be substantially greater than existing ambient noise levels, would substantially interfere with affected land uses, would continue for a substantial period, or if they would affect noise-sensitive uses during nighttime noise-sensitive hours. For assessment of temporary construction noise impacts, “substantially greater” means more than 5 dBA (hourly Leq, DNL, or CNEL).

In addition, substantial vibrations from construction activities that could damage property would also be considered significant. Long-term noise and vibration impacts are not analyzed herein because the Project would not introduce new land uses that could result in significant increases in long-term noise emissions. Long-term traffic-related noise would be limited to periodic inspection and maintenance of Project facilities similar to current inspection and maintenance activities. This analysis evaluates the increased severity and/or magnitude of those impacts presented in the Approved Project based on the Proposed Project’s refinements. These impacts include construction-related noise and associated vibration.

## Discussion

a,c,d) **Less-than-Significant with Mitigation.** Construction activities would generally involve excavation, concrete removal, earth movement, stockpiling, wall construction, and truck

hauling. These construction activities would generate temporary and intermittent noise at and near the individual project construction sites throughout the construction period. Noise levels would fluctuate depending on the particular type, number, and duration of use of various pieces of construction equipment. Construction-related material haul trips would raise ambient noise levels along haul routes depending on the number of haul trips and the types of vehicles used. Noise-sensitive land uses (in this case, primarily residential uses) are located throughout the Project area, mostly within 50 to 100 feet of the stream channel where construction would occur. Sensitive receptors within 50 feet of construction activities in the Project area would be subjected to construction-related noise levels ranging from 76 dBA to 91 dBA. Because much of the construction would occur within the Florin Creek channel, some of the noise from construction equipment operation would be shielded (the line of sight between the receptor and construction activities would be blocked) from off-site receptors.

Because existing daytime noise levels are on the order of 40 to 70 dBA throughout the Project area, daytime construction work associated with the Project would significantly affect the noise environment of residences in close proximity to construction activities by increasing ambient noise levels by 5 dBA or more. While construction activities would occur when a majority of people are at work, retired persons, people who work at home, and people caring for their children in their homes could be significantly affected by noise when construction activities occur in the immediate vicinity.

In addition, construction-related material haul trips and vehicle traffic to and from construction sites would raise ambient noise levels along construction haul routes, depending on the number of haul trips made and types of vehicles used. Complete details on the specific sources for required equipment and construction materials for each project component and the destination(s) for hauling of excavated materials are not known at this time, so the exact haul routes are unknown.

During channel excavation, construction would increase vehicle travel from truck trips per day to the local roadway network. Materials imported for other project elements would not be expected to add nearly as many truck trips. Some of the haul routes used during construction would include the use of roads that pass through residential areas and/or roadways that have low traffic volumes. As such, noise from construction-related truck trips equipment could substantially raise roadside noise levels above existing levels. The addition of construction-related traffic noise could increase noise levels by 5 dBA or more along the haul route between construction within Florin Creek and areas where the existing background noise levels are low. It is important to note that construction-related noise levels would be temporary and limited to the time period between May and October.

In addition, the exposure of individual sensitive receptors to elevated noise levels would be limited to the duration of construction tasks at a particular location along Florin Creek. For example, channel excavation would advance along the length at a pace that would

result in sensitive receptors adjacent to the segment being excavated to being exposed to elevated noise levels for a matter of several days rather than the entire construction season.

Although construction noise would be temporary, as a result of the proximity of residences to construction noise sources and haul routes, sensitive receptors in the project area would experience substantial increases in noise levels (i.e., more than 5 dBA) relative to ambient conditions. These increases in noise levels in surrounding areas would be considered disruptive to residents. Therefore, construction would have a significant noise impact, albeit short-term, to nearby noise-sensitive receptors. Implementation of the mitigation measures below would reduce the severity of construction noise impacts to less-than-significant levels.

**Mitigation Measure NOI-1:** Construction equipment shall be outfitted and maintained with noise-reduction devices such as mufflers to minimize construction noise. All internal combustion engines shall be operated with exhaust and intake silencers.

**Mitigation Measure NOI-2:** To minimize noise effects on nearby residents during noise sensitive periods and to ensure consistency with the construction hourly limits set forth in the City and County of Sacramento Noise Ordinances, construction activities shall be restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between 9:00 a.m. and 6:00 p.m. on Sundays.

**Mitigation Measure NOI-3:** Prior to construction at each site near residences, written notification to potentially affected residents shall be provided, identifying the type, duration, and frequency of construction activities. Notification materials shall also identify a mechanism for residents to register complaints with the County or City if construction noise levels are overly intrusive or construction occurs outside the required hours.

**Mitigation Measure NOI-4:** Where feasible and particularly in locations subject to prolonged construction (e.g., borrow sites or the detention basin), noise-generating construction equipment shall be shielded from nearby residences by noise-attenuating buffers such as structures or truck trailers or by placement of soil piles between the receptor and noise-generating activity.

**Mitigation Measure NOI-5:** Project construction contractor(s) shall locate fixed construction equipment (e.g., compressors and generators) and construction staging areas as far as possible from noise-sensitive receptors.

- b) **Less-than-Significant.** The Proposed Project would involve temporary sources of localized ground borne vibration and ground borne noise from the operation of heavy equipment that could be perceptible at residences or other sensitive uses in the immediate vicinity of construction sites. The California Department of Transportation (Caltrans) research had found that extreme construction activities such as pavement breaking can potentially damage buildings at distances of less than 25 feet from the source. Building damage from pavement breaking can also occur within 50 to 100 feet from the source for historical

buildings, buildings in poor condition, or buildings previously damaged in earthquakes, as discussed in the setting. Further, ground borne vibration from construction equipment could impact sensitive receptors within 25 feet of the source (Caltrans, 2013). Project construction activities would be approximately 50 feet from residences along Florin Creek, and vibration would be reduced further to sensitive receptors.

Because most Project excavation, grading, and earth movement operations associated with the work would not result in significant and constant ground borne vibration or ground borne noise effects and the Project would include a much shorter length of sheetpile construction activities as originally planned in the Approved Project. As a result, the Proposed Project would result in substantially less vibrational impacts than was described for the Approved Project, and impacts would be less than significant.

- e,f) **Less-than-Significant.** The Project is not located within a noise impact zone area of an airport. The Project does not involve the development of noise-sensitive land uses, and thus, implementation of the Project would not expose people to excessive aircraft noise.

## References

Caltrans, 2013. *Transportation and Construction Vibration Guidance Manual*. September, 2013.

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### 3.13 Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>13. POPULATION AND HOUSING — Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a-c) **No Impact.** The Proposed Project would be constructed within an urban setting with construction limited to Florin Creek. No change in existing land use would occur within the Project area that could result in increased population densities. The Proposed Project design refinements would not induce substantial population growth in an area, or displace substantial numbers of people or existing housing.

### 3.14 Public Services

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>14. PUBLIC SERVICES — Would the project:</b>				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

a.i-v) **No Impact.** The Proposed Project would result in no new demand for governmental services including law enforcement, fire protection, and emergency medical or educational services. Likewise, there would be no impact to current service ratios, response times, or other performance objectives from the Project design refinements. No new residential or commercial demands would be placed on current wastewater treatment facilities or existing potable water supplies. The Project would not induce the expansion of water treatment facilities nor would it exceed wastewater treatment requirements of the CVRWQCB. Furthermore, the Project would not result in any additional population growth that could increase the use of existing neighborhood and regional parks or other recreational facilities.

## 3.15 Recreation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>15. RECREATION — Would the Project:</b>				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

- a,b) **No Impact.** Commitments carried over from the Approved Project would be implemented by the Project, detailed in Chapter 2, and includes improvement and repair of recreational features as part of the Project. The Project does not include construction of any new recreational facility, and would not otherwise result in the construction of any such facility. Furthermore, the Project would not cause a change in local or regional populations or recreational use patterns. Therefore no expansion of existing facilities nor demand for expanded or new facilities would occur.

### 3.16 Transportation and Traffic

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>16. TRANSPORTATION AND TRAFFIC —</b>				
<b>Would the Project:</b>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Environmental Setting

The regional and local roadway and regulatory setting for traffic was described in the Approved Project. Streets around the Project site consist primarily of major arterial roadways and local residential roadways. Within the Project site, there is one access ramp accessible at Franklin Boulevard (Blvd.) and an area along the south bank of the creek to allow for parking for some construction vehicles. The Project would extend the existing patrol road on south side of Florin Creek west of Franklin Blvd., in addition to adding an embankment west of Franklin Blvd. north of the creek to widen the existing patrol road. East of Franklin Blvd. and north of the creek, the Project would provide a temporary ROW for contractors to construct an access ramp to the creek. State Route 99 is the one major freeway that serves the Project site. Haul trucks and construction vehicles from outside the south Sacramento area would access the Project area using SR 99. Major arterials that would connect vehicles to the Project site from the freeways include Florin Road (Rd.), Mack Road (Rd.), Franklin Blvd., and Center Parkway (Pkw.). The average daily trips (ADT) for these roadways are shown in **Table 3-1**, below.

The 2011 Sacramento City/County Bikeway Master Plan was adopted in 1995, and has been updated in 2001, 2004, and 2011. Based on the Bikeway Master Plan, all of the major roadways, except SR 99 connecting the Project area are designated as Class II (on-street) bikeways, and from SR 99 along Pomegranate Avenue to Persimmon Avenue is a Class I bike trail along the

right bank of Florin Creek. Additionally, with the exception of Persimmon Avenue and Pomegranate Avenue, all of the roadways are designated pedestrian routes and all of the roadways have sidewalks for pedestrian access.

**TABLE 3-1  
AVERAGE DAILY TRIPS FOR MAJOR ROADWAYS IN THE PROJECT AREA**

Roadway	Limits (direction)	ADT	A.M. Peak	P.M. Peak	Count Year
Florin Rd.	Franklin Blvd. (South (S) Bound (B))	13,656	802	1,333	2003
Franklin Blvd.	Florin Rd. (SB)	10,241	690	1,134	2011
Franklin Blvd.	Florin Rd. (North Bound (North (N)B)	13,751	1,169	967	2011
Franklin Blvd.	Brookfield Drive (Dr.)(SB)	11,111	632	1,153	2008
Franklin Blvd.	Brookfield Dr. (NB)	10,187	1,045	731	2008
Franklin Blvd.	East Pkwy./G Pkwy. (NB/SB)	27,021	1,718	2,148	1995
Mack Rd.	Center Pkwy. (East (E) B)	15,097	931	1,196	2011
Mack Rd.	Center Pkwy. (West (W) B)	14,872	1,002	1,183	2011
Central Pkwy.	Mack Rd. (SB)	4,636	320	468	2011
Central Pkwy.	Mack Rd. (NB)	6,300	717	550	2011

SOURCE: City of Sacramento, 2014.

Public transportation in Sacramento is provided by the Sacramento Regional Transit District (RT), which includes bus and light rail services. Five bus routes run within the Project haul routes: the 47, 54, 56, 65, and 81 routes. These routes provide bus riders with access to the nearby Cosumnes River College, Florin High School, and Florin Mall, as well as to Sacramento via the RT Blue Line.

## Discussion

a,b,e,f) **Less-than-Significant with Mitigation.** Based on information provided in Chapter 2 regarding number of employees and construction vehicles, the Proposed Project would not have a permanent impact on traffic or circulation. Construction activities would intermittently and temporarily generate increases in vehicle trips by construction workers and construction vehicles on area roadways. Because most construction activities would occur within the Florin Creek channel, construction activities would not result in a reduction in the number of, or the available width of, travel lanes on local roads except during times of transportation of equipment and materials along local and major roadways to and from the channel access ramps. The Project would result in approximately 25 employees and approximately between seven and 27 haul truck trips per day depending on the pace of construction activities. These trip levels would result in an increase in ADT of less than one percent and an increase of peak period trips of less than five percent. The Project could result in some traffic delays for vehicles traveling past the construction zones, including local bus routes or access routes to the RT Blue Line. However, impacts would be less than significant with the following mitigation measures.

**Mitigation Measure TRAF-1: Traffic Control Plan (TCP).** A TCP for the Proposed Project shall be prepared prior to any construction activities. The TCP shall coordinate all use of public roads with the City of Sacramento, and/or other responsible agencies. This plan would include the following:

- Construction vehicles would not be permitted to block any roadways or driveways;
- Access will be provided for emergency vehicles at all times;
- Signs and flagmen would be used, as needed, to alert motorists, bicyclists, and pedestrians to the presence of haul trucks and construction vehicles at all access points;
- Vehicles would be required to obey all speed limits, traffic laws, and transportation regulations;
- Construction workers would be encouraged to carpool and park in designated staging areas;
- Closure of staging areas and construction sites would be clearly fenced and delineated with appropriate closure signage; and,
- The contractor shall be required by contract to repair any roads damaged by construction, and to be inspected by the City of Sacramento.

**Mitigation Measure TRAF-2:** Applicable to all construction locations: If there are trucks or equipment which would need time to maneuver into or out of construction sites and could affect traffic, flag holders would be stationed to slow or stop approaching vehicles to avoid conflicts with construction vehicles or equipment.

Project construction activities could increase the demand for on-street parking for construction workers/inspector vehicles and trucks. Therefore, with implementation of the following mitigation measure from the Approved Project, the Proposed Project would result in less-than-significant impacts.

**Mitigation Measure TRAF-3:** On-street parking for construction workers would be prohibited for construction sites with more than twelve workers.

**Mitigation Measure TRAF-4:** Off-street parking would be identified and provided to the construction workers and their vehicles and transport trucks. Preferred parking would be located close enough to walk; however, if nearby off-street parking is not available farther off-street parking would be provided with a shuttle van to transport workers to construction sites.

- c) **No Impact.** The Proposed Project would not involve aircraft, nor would the Project structures intrude into aircraft flight paths or air traffic spaces. Therefore, the Project would have no impact on air traffic patterns that results in substantial safety risks.
- d) **Less-than-Significant with Mitigation.** Project construction activities would not result in new or more severe impacts as a result of the intermittent and temporarily increase

potential traffic safety hazards for vehicles, bicyclists and pedestrians on public roadways compared to the Approved Project. Construction activities would not result in new or more severe increase in the wear-and-tear on the designated haul routes used by construction vehicles to access the Project work sites than the Approved Project. Nonetheless, the potential for damage on local roadways still exists and will require the implementation of the following mitigation measure from the Approved Project.

**Mitigation Measure TRAF-5:** Prior to construction activities, a pre-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine existing roadway conditions.

**Mitigation Measure TRAF-6:** A post-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine if any damage has occurred from construction activities. If so, the contractor shall be responsible for repairing the damage to the satisfaction of the City or County.

## References

City of Sacramento Department of Public Works, 2014. Traffic Count Database website:  
<http://www.cityofsacramento.org/transportation/traffic/list.cfm?x=1>. Accessed March 2014.

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### 3.17 Utilities and Service Systems

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>17. UTILITIES AND SERVICE SYSTEMS —</b>				
<b>Would the Project:</b>				
a) Conflict with wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Environmental Setting

The general description of utilities and related regulations provided in the Approved Project are still applicable to the Proposed Project.

#### Discussion

- a-e) **No Impact.** The Proposed Project is a flood control project that does not require the use of local utilities. Further, the Project would not result in an increase in population and, thus, would have no effect on demands on water, wastewater, fire protection and other public services.
- f,g) **Less-than-Significant.** Construction of the Project would result in the disposal of approximately 14,000 cy of excavated vegetation, soil, and concrete. The excavated material and old concrete would be removed and disposed of at the Florin-Perkins landfill. This amount of material is minimal compared to the landfill capacity. In addition, the Project would comply with all federal, state, and local statutes and regulations related to solid waste. Therefore, the Project would have a less-than-significant impact on solid waste disposal.

### 3.18 Mandatory Findings of Significance

<u>Issues (and Supporting Information Sources):</u>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>18. MANDATORY FINDINGS OF SIGNIFICANCE — Would the Project:</b>				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) **Less-than-Significant with Mitigation.** As identified under Environmental Checklist Sections 3.4 (Biological Resources), 3.5 (Cultural Resources), 3.7 (Greenhouse Gas Emissions), 3.8 (Hazards and Hazardous Materials), 3.12 (Noise), and 3.16 (Transportation and Traffic), implementation of the Proposed Project could result in potentially significant impacts in these resource areas that could have the potential to degrade the quality of the environment, and impact biological and cultural resources. Implementation of mitigation measures incorporated into the Project would reduce the identified impacts to less-than-significant levels.
- b) **Less-than-Significant with Mitigation.** The Proposed Project would not cause long-term impacts on the resources in the Environmental Checklist Sections. However, some of the resources have the potential to incur temporary, short-term impacts during construction. An initial assessment of potential cumulative impacts indicates that biological resources, greenhouse gas emissions, and traffic and circulation impacts have the potential to contribute to significant cumulative impacts. However, implementation of mitigation measures presented in Checklist Sections 3.4 (Biological Resources), 3.7 (Greenhouse Gas Emissions), and 3.16 (Transportation and Traffic) would reduce the Project’s contribution to impacts to less-than-cumulatively considerable levels. Therefore, cumulative impacts would be less than significant.
- c) **Less-than-Significant with Mitigation.** Project impacts include the potential for temporary impacts to human beings through degradation of local noise that could occur during construction. However, with implementation of mitigation measures provided in the Checklist Section 3.12 (Noise), these temporary impacts would be less than significant.

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# Appendix A

## Air Quality Modeling Calculations Details





**Florin Creek Flood Enhancements  
Sacramento County, Annual**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Recreational	100.00	User Defined Unit	10.00	0.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	3.5	<b>Precipitation Freq (Days)</b>	58
<b>Climate Zone</b>	3			<b>Operational Year</b>	2015
<b>Utility Company</b>	Sacramento Municipal Utility District				
<b>CO2 Intensity (lb/MWhr)</b>	590.31	<b>CH4 Intensity (lb/MWhr)</b>	0.029	<b>N2O Intensity (lb/MWhr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

- Project Characteristics -
- Land Use - Stream Bed Excavation
- Construction Phase - Florin Creek Schedule
- Off-road Equipment - Project Specific Information
- Off-road Equipment - Project Specific
- Off-road Equipment - Project Specific
- Off-road Equipment - Project Specific Information
- Off-road Equipment - Project Specific Data
- Trips and VMT - Project Specific
- Grading - Project Specific
- Vehicle Trips - Project Specific Data

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	230.00	10.00
tblConstructionPhase	NumDays	230.00	120.00
tblConstructionPhase	NumDays	230.00	30.00
tblConstructionPhase	NumDays	20.00	56.00
tblConstructionPhase	NumDays	20.00	17.00
tblConstructionPhase	PhaseEndDate	8/4/2014	5/16/2014
tblConstructionPhase	PhaseEndDate	10/31/2014	10/17/2014
tblConstructionPhase	PhaseEndDate	11/28/2014	6/27/2014
tblConstructionPhase	PhaseEndDate	7/22/2014	8/27/2014
tblConstructionPhase	PhaseStartDate	7/22/2014	5/5/2014
tblConstructionPhase	PhaseStartDate	5/17/2014	5/5/2014
tblConstructionPhase	PhaseStartDate	10/18/2014	5/19/2014
tblConstructionPhase	PhaseStartDate	6/28/2014	8/5/2014
tblGrading	MaterialExported	0.00	14,000.00
tblLandUse	LotAcreage	0.00	10.00

tblOffRoadEquipment	HorsePower	87.00	46.00
tblOffRoadEquipment	HorsePower	8.00	89.00
tblOffRoadEquipment	HorsePower	8.00	89.00
tblOffRoadEquipment	LoadFactor	0.34	0.45
tblOffRoadEquipment	LoadFactor	0.43	0.20
tblOffRoadEquipment	LoadFactor	0.43	0.20
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	PhaseName		Build Coffe Dam
tblOffRoadEquipment	PhaseName		Build Culverts
tblOffRoadEquipment	PhaseName		Build Culverts
tblOffRoadEquipment	PhaseName		Demolish Concrete
tblProjectCharacteristics	OperationalYear	2014	2015
tblTripsAndVMT	HaulingTripLength	20.00	13.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	500.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	700.00
tblTripsAndVMT	VendorTripLength	6.50	13.00

tblTripsAndVMT	WorkerTripNumber	5.00	20.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	3.00	5.00
tblVehicleTrips	CC_TTP	0.00	25.00
tblVehicleTrips	CNW_TTP	0.00	50.00
tblVehicleTrips	CW_TTP	0.00	25.00
tblVehicleTrips	ST_TR	0.00	1.00
tblVehicleTrips	SU_TR	0.00	1.00
tblVehicleTrips	WD_TR	0.00	1.00

**2.0 Emissions Summary**

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**2.1 Overall Construction**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2014	0.2505	1.8255	1.5909	2.3900e-003	0.0469	0.1225	0.1693	0.0103	0.1177	0.1280	0.0000	214.2345	214.2345	0.0285	0.0000	214.8331
<b>Total</b>	<b>0.2505</b>	<b>1.8255</b>	<b>1.5909</b>	<b>2.3900e-003</b>	<b>0.0469</b>	<b>0.1225</b>	<b>0.1693</b>	<b>0.0103</b>	<b>0.1177</b>	<b>0.1280</b>	<b>0.0000</b>	<b>214.2345</b>	<b>214.2345</b>	<b>0.0285</b>	<b>0.0000</b>	<b>214.8331</b>

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2014	0.2505	1.8255	1.5909	2.3900e-003	0.0469	0.1225	0.1693	0.0103	0.1177	0.1280	0.0000	214.2344	214.2344	0.0285	0.0000	214.8329
<b>Total</b>	<b>0.2505</b>	<b>1.8255</b>	<b>1.5909</b>	<b>2.3900e-003</b>	<b>0.0469</b>	<b>0.1225</b>	<b>0.1693</b>	<b>0.0103</b>	<b>0.1177</b>	<b>0.1280</b>	<b>0.0000</b>	<b>214.2344</b>	<b>214.2344</b>	<b>0.0285</b>	<b>0.0000</b>	<b>214.8329</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2.2 Overall Operational**

**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.3000e-004	1.0000e-005	1.3200e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0569	0.0297	0.2697	5.0000e-005	0.0000	2.0000e-004	2.0000e-004	0.0000	1.9000e-004	1.9000e-004	0.0000	3.6785	3.6785	7.4000e-004	0.0000	3.6940
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0571</b>	<b>0.0297</b>	<b>0.2711</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>2.0000e-004</b>	<b>2.0000e-004</b>	<b>0.0000</b>	<b>1.9000e-004</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>3.6810</b>	<b>3.6810</b>	<b>7.5000e-004</b>	<b>0.0000</b>	<b>3.6966</b>

**2.2 Overall Operational**

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.3000e-004	1.0000e-005	1.3200e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0569	0.0297	0.2697	5.0000e-005	0.0000	2.0000e-004	2.0000e-004	0.0000	1.9000e-004	1.9000e-004	0.0000	3.6785	3.6785	7.4000e-004	0.0000	3.6940
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0571</b>	<b>0.0297</b>	<b>0.2711</b>	<b>5.0000e-005</b>	<b>0.0000</b>	<b>2.0000e-004</b>	<b>2.0000e-004</b>	<b>0.0000</b>	<b>1.9000e-004</b>	<b>1.9000e-004</b>	<b>0.0000</b>	<b>3.6810</b>	<b>3.6810</b>	<b>7.5000e-004</b>	<b>0.0000</b>	<b>3.6966</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolish Concrete	Demolition	5/5/2014	7/21/2014	5	56	
2	Build Cofferdam	Building Construction	5/5/2014	5/16/2014	5	10	
3	Build Culverts	Building Construction	5/5/2014	10/17/2014	5	120	
4	Build Drop Structures	Building Construction	5/19/2014	6/27/2014	5	30	
5	Grading	Grading	8/5/2014	8/27/2014	5	17	Excavate Creek Bed

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 25

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolish Concrete	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Build Cofferdam	Other Construction Equipment	2	7.00	171	0.42
Build Cofferdam	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Build Culverts	Generator Sets	2	8.00	84	0.74
Build Culverts	Other General Industrial Equipment	1	8.00	46	0.45
Build Culverts	Plate Compactors	2	8.00	89	0.20
Build Culverts	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Build Drop Structures	Generator Sets	2	8.00	84	0.74
Build Drop Structures	Plate Compactors	2	8.00	89	0.20
Build Drop Structures	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	8.00	97	0.37

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolish Concrete	2	20.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Cofferdam	4	25.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Culverts	6	25.00	0.00	500.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Drop Structures	5	25.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	1	5.00	0.00	700.00	10.00	13.00	13.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

**3.2 Demolish Concrete - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0206	0.1978	0.1357	1.7000e-004		0.0155	0.0155		0.0143	0.0143	0.0000	16.8189	16.8189	4.9700e-003	0.0000	16.9233
<b>Total</b>	<b>0.0206</b>	<b>0.1978</b>	<b>0.1357</b>	<b>1.7000e-004</b>		<b>0.0155</b>	<b>0.0155</b>		<b>0.0143</b>	<b>0.0143</b>	<b>0.0000</b>	<b>16.8189</b>	<b>16.8189</b>	<b>4.9700e-003</b>	<b>0.0000</b>	<b>16.9233</b>

**3.2 Demolish Concrete - 2014**

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.3700e-003	2.8400e-003	0.0297	5.0000e-005	4.1100e-003	4.0000e-005	4.1500e-003	1.0900e-003	3.0000e-005	1.1300e-003	0.0000	3.9500	3.9500	2.4000e-004	0.0000	3.9550
<b>Total</b>	<b>5.9200e-003</b>	<b>0.0388</b>	<b>0.0719</b>	<b>1.2000e-004</b>	<b>5.7900e-003</b>	<b>6.6000e-004</b>	<b>6.4500e-003</b>	<b>1.5500e-003</b>	<b>6.0000e-004</b>	<b>2.1600e-003</b>	<b>0.0000</b>	<b>10.7104</b>	<b>10.7104</b>	<b>3.0000e-004</b>	<b>0.0000</b>	<b>10.7167</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0206	0.1978	0.1357	1.7000e-004		0.0155	0.0155		0.0143	0.0143	0.0000	16.8189	16.8189	4.9700e-003	0.0000	16.9232
<b>Total</b>	<b>0.0206</b>	<b>0.1978</b>	<b>0.1357</b>	<b>1.7000e-004</b>		<b>0.0155</b>	<b>0.0155</b>		<b>0.0143</b>	<b>0.0143</b>	<b>0.0000</b>	<b>16.8189</b>	<b>16.8189</b>	<b>4.9700e-003</b>	<b>0.0000</b>	<b>16.9232</b>

**3.2 Demolish Concrete - 2014**

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.3700e-003	2.8400e-003	0.0297	5.0000e-005	4.1100e-003	4.0000e-005	4.1500e-003	1.0900e-003	3.0000e-005	1.1300e-003	0.0000	3.9500	3.9500	2.4000e-004	0.0000	3.9550
<b>Total</b>	<b>5.9200e-003</b>	<b>0.0388</b>	<b>0.0719</b>	<b>1.2000e-004</b>	<b>5.7900e-003</b>	<b>6.6000e-004</b>	<b>6.4500e-003</b>	<b>1.5500e-003</b>	<b>6.0000e-004</b>	<b>2.1600e-003</b>	<b>0.0000</b>	<b>10.7104</b>	<b>10.7104</b>	<b>3.0000e-004</b>	<b>0.0000</b>	<b>10.7167</b>

**3.3 Build Cofferd Dam - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.5000e-003	0.1015	0.0587	8.0000e-005		6.1200e-003	6.1200e-003		5.6300e-003	5.6300e-003	0.0000	7.8017	7.8017	2.3100e-003	0.0000	7.8501
<b>Total</b>	<b>9.5000e-003</b>	<b>0.1015</b>	<b>0.0587</b>	<b>8.0000e-005</b>		<b>6.1200e-003</b>	<b>6.1200e-003</b>		<b>5.6300e-003</b>	<b>5.6300e-003</b>	<b>0.0000</b>	<b>7.8017</b>	<b>7.8017</b>	<b>2.3100e-003</b>	<b>0.0000</b>	<b>7.8501</b>

**3.3 Build Cofferd Dam - 2014**

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.3000e-004	6.3000e-004	6.6200e-003	1.0000e-005	9.2000e-004	1.0000e-005	9.3000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8817	0.8817	5.0000e-005	0.0000	0.8828
<b>Total</b>	<b>4.0800e-003</b>	<b>0.0366</b>	<b>0.0489</b>	<b>8.0000e-005</b>	<b>2.6000e-003</b>	<b>6.3000e-004</b>	<b>3.2300e-003</b>	<b>7.0000e-004</b>	<b>5.8000e-004</b>	<b>1.2800e-003</b>	<b>0.0000</b>	<b>7.6421</b>	<b>7.6421</b>	<b>1.1000e-004</b>	<b>0.0000</b>	<b>7.6445</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.5000e-003	0.1015	0.0587	8.0000e-005		6.1200e-003	6.1200e-003		5.6300e-003	5.6300e-003	0.0000	7.8017	7.8017	2.3100e-003	0.0000	7.8501
<b>Total</b>	<b>9.5000e-003</b>	<b>0.1015</b>	<b>0.0587</b>	<b>8.0000e-005</b>		<b>6.1200e-003</b>	<b>6.1200e-003</b>		<b>5.6300e-003</b>	<b>5.6300e-003</b>	<b>0.0000</b>	<b>7.8017</b>	<b>7.8017</b>	<b>2.3100e-003</b>	<b>0.0000</b>	<b>7.8501</b>

**3.3 Build Cofferd Dam - 2014**  
**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.3000e-004	6.3000e-004	6.6200e-003	1.0000e-005	9.2000e-004	1.0000e-005	9.3000e-004	2.4000e-004	1.0000e-005	2.5000e-004	0.0000	0.8817	0.8817	5.0000e-005	0.0000	0.8828
<b>Total</b>	<b>4.0800e-003</b>	<b>0.0366</b>	<b>0.0489</b>	<b>8.0000e-005</b>	<b>2.6000e-003</b>	<b>6.3000e-004</b>	<b>3.2300e-003</b>	<b>7.0000e-004</b>	<b>5.8000e-004</b>	<b>1.2800e-003</b>	<b>0.0000</b>	<b>7.6421</b>	<b>7.6421</b>	<b>1.1000e-004</b>	<b>0.0000</b>	<b>7.6445</b>

**3.4 Build Culverts - 2014**  
**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1475	0.9849	0.7296	1.0700e-003		0.0771	0.0771		0.0750	0.0750	0.0000	95.0363	95.0363	0.0158	0.0000	95.3681
<b>Total</b>	<b>0.1475</b>	<b>0.9849</b>	<b>0.7296</b>	<b>1.0700e-003</b>		<b>0.0771</b>	<b>0.0771</b>		<b>0.0750</b>	<b>0.0750</b>	<b>0.0000</b>	<b>95.0363</b>	<b>95.0363</b>	<b>0.0158</b>	<b>0.0000</b>	<b>95.3681</b>

**3.4 Build Culverts - 2014**  
**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	8.8800e-003	0.0899	0.1057	1.8000e-004	4.2000e-003	1.5500e-003	5.7500e-003	1.1500e-003	1.4200e-003	2.5800e-003	0.0000	16.9011	16.9011	1.4000e-004	0.0000	16.9042
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3500e-003	7.6000e-003	0.0795	1.3000e-004	0.0110	9.0000e-005	0.0111	2.9300e-003	9.0000e-005	3.0200e-003	0.0000	10.5803	10.5803	6.4000e-004	0.0000	10.5938
<b>Total</b>	<b>0.0152</b>	<b>0.0975</b>	<b>0.1852</b>	<b>3.1000e-004</b>	<b>0.0152</b>	<b>1.6400e-003</b>	<b>0.0169</b>	<b>4.0800e-003</b>	<b>1.5100e-003</b>	<b>5.6000e-003</b>	<b>0.0000</b>	<b>27.4815</b>	<b>27.4815</b>	<b>7.8000e-004</b>	<b>0.0000</b>	<b>27.4980</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1475	0.9849	0.7296	1.0700e-003		0.0771	0.0771		0.0750	0.0750	0.0000	95.0362	95.0362	0.0158	0.0000	95.3680
<b>Total</b>	<b>0.1475</b>	<b>0.9849</b>	<b>0.7296</b>	<b>1.0700e-003</b>		<b>0.0771</b>	<b>0.0771</b>		<b>0.0750</b>	<b>0.0750</b>	<b>0.0000</b>	<b>95.0362</b>	<b>95.0362</b>	<b>0.0158</b>	<b>0.0000</b>	<b>95.3680</b>

**3.4 Build Culverts - 2014**

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	8.8800e-003	0.0899	0.1057	1.8000e-004	4.2000e-003	1.5500e-003	5.7500e-003	1.1500e-003	1.4200e-003	2.5800e-003	0.0000	16.9011	16.9011	1.4000e-004	0.0000	16.9042
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3500e-003	7.6000e-003	0.0795	1.3000e-004	0.0110	9.0000e-005	0.0111	2.9300e-003	9.0000e-005	3.0200e-003	0.0000	10.5803	10.5803	6.4000e-004	0.0000	10.5938
<b>Total</b>	<b>0.0152</b>	<b>0.0975</b>	<b>0.1852</b>	<b>3.1000e-004</b>	<b>0.0152</b>	<b>1.6400e-003</b>	<b>0.0169</b>	<b>4.0800e-003</b>	<b>1.5100e-003</b>	<b>5.6000e-003</b>	<b>0.0000</b>	<b>27.4815</b>	<b>27.4815</b>	<b>7.8000e-004</b>	<b>0.0000</b>	<b>27.4980</b>

**3.5 Build Drop Structures - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0286	0.2157	0.1480	2.4000e-004		0.0163	0.0163		0.0160	0.0160	0.0000	20.8982	20.8982	3.1000e-003	0.0000	20.9633
<b>Total</b>	<b>0.0286</b>	<b>0.2157</b>	<b>0.1480</b>	<b>2.4000e-004</b>		<b>0.0163</b>	<b>0.0163</b>		<b>0.0160</b>	<b>0.0160</b>	<b>0.0000</b>	<b>20.8982</b>	<b>20.8982</b>	<b>3.1000e-003</b>	<b>0.0000</b>	<b>20.9633</b>

**3.5 Build Drop Structures - 2014**

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5900e-003	1.9000e-003	0.0199	3.0000e-005	2.7500e-003	2.0000e-005	2.7800e-003	7.3000e-004	2.0000e-005	7.5000e-004	0.0000	2.6451	2.6451	1.6000e-004	0.0000	2.6484
<b>Total</b>	<b>5.1400e-003</b>	<b>0.0379</b>	<b>0.0621</b>	<b>1.0000e-004</b>	<b>4.4300e-003</b>	<b>6.4000e-004</b>	<b>5.0800e-003</b>	<b>1.1900e-003</b>	<b>5.9000e-004</b>	<b>1.7800e-003</b>	<b>0.0000</b>	<b>9.4055</b>	<b>9.4055</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>9.4101</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0286	0.2157	0.1480	2.4000e-004		0.0163	0.0163		0.0160	0.0160	0.0000	20.8981	20.8981	3.1000e-003	0.0000	20.9633
<b>Total</b>	<b>0.0286</b>	<b>0.2157</b>	<b>0.1480</b>	<b>2.4000e-004</b>		<b>0.0163</b>	<b>0.0163</b>		<b>0.0160</b>	<b>0.0160</b>	<b>0.0000</b>	<b>20.8981</b>	<b>20.8981</b>	<b>3.1000e-003</b>	<b>0.0000</b>	<b>20.9633</b>

**3.5 Build Drop Structures - 2014**

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.5500e-003	0.0360	0.0423	7.0000e-005	1.6800e-003	6.2000e-004	2.3000e-003	4.6000e-004	5.7000e-004	1.0300e-003	0.0000	6.7605	6.7605	6.0000e-005	0.0000	6.7617
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5800e-003	1.9000e-003	0.0199	3.0000e-005	2.7500e-003	2.0000e-005	2.7800e-003	7.3000e-004	2.0000e-005	7.5000e-004	0.0000	2.6451	2.6451	1.6000e-004	0.0000	2.6484
<b>Total</b>	<b>5.1400e-003</b>	<b>0.0379</b>	<b>0.0621</b>	<b>1.0000e-004</b>	<b>4.4300e-003</b>	<b>6.4000e-004</b>	<b>5.0800e-003</b>	<b>1.1900e-003</b>	<b>5.9000e-004</b>	<b>1.7800e-003</b>	<b>0.0000</b>	<b>9.4055</b>	<b>9.4055</b>	<b>2.2000e-004</b>	<b>0.0000</b>	<b>9.4101</b>

**3.6 Grading - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0147	0.0000	0.0147	1.6500e-003	0.0000	1.6500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1300e-003	0.0300	0.0206	3.0000e-005	2.3600e-003	2.3600e-003	2.3600e-003	2.1700e-003	2.1700e-003	2.1700e-003	0.0000	2.5529	2.5529	7.5000e-004	0.0000	2.5687
<b>Total</b>	<b>3.1300e-003</b>	<b>0.0300</b>	<b>0.0206</b>	<b>3.0000e-005</b>	<b>0.0147</b>	<b>2.3600e-003</b>	<b>0.0171</b>	<b>1.6500e-003</b>	<b>2.1700e-003</b>	<b>3.8200e-003</b>	<b>0.0000</b>	<b>2.5529</b>	<b>2.5529</b>	<b>7.5000e-004</b>	<b>0.0000</b>	<b>2.5687</b>

**3.6 Grading - 2014**

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0106	0.0846	0.1280	1.7000e-004	3.8300e-003	1.4200e-003	5.2500e-003	1.0500e-003	1.3100e-003	2.3600e-003	0.0000	15.5874	15.5874	1.4000e-004	0.0000	15.5902
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8000e-004	2.2000e-004	2.2500e-003	0.0000	3.1000e-004	0.0000	3.1000e-004	8.0000e-005	0.0000	9.0000e-005	0.0000	0.2998	0.2998	2.0000e-005	0.0000	0.3002
<b>Total</b>	<b>0.0108</b>	<b>0.0849</b>	<b>0.1303</b>	<b>1.7000e-004</b>	<b>4.1400e-003</b>	<b>1.4200e-003</b>	<b>5.5600e-003</b>	<b>1.1300e-003</b>	<b>1.3100e-003</b>	<b>2.4500e-003</b>	<b>0.0000</b>	<b>15.8871</b>	<b>15.8871</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>15.8904</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0147	0.0000	0.0147	1.6500e-003	0.0000	1.6500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1300e-003	0.0300	0.0206	3.0000e-005	2.3600e-003	2.3600e-003	2.3600e-003	2.1700e-003	2.1700e-003	2.1700e-003	0.0000	2.5529	2.5529	7.5000e-004	0.0000	2.5687
<b>Total</b>	<b>3.1300e-003</b>	<b>0.0300</b>	<b>0.0206</b>	<b>3.0000e-005</b>	<b>0.0147</b>	<b>2.3600e-003</b>	<b>0.0171</b>	<b>1.6500e-003</b>	<b>2.1700e-003</b>	<b>3.8200e-003</b>	<b>0.0000</b>	<b>2.5529</b>	<b>2.5529</b>	<b>7.5000e-004</b>	<b>0.0000</b>	<b>2.5687</b>

**3.6 Grading - 2014**

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0106	0.0846	0.1280	1.7000e-004	3.8300e-003	1.4200e-003	5.2500e-003	1.0500e-003	1.3100e-003	2.3600e-003	0.0000	15.5874	15.5874	1.4000e-004	0.0000	15.5902
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8000e-004	2.2000e-004	2.2500e-003	0.0000	3.1000e-004	0.0000	3.1000e-004	8.0000e-005	0.0000	9.0000e-005	0.0000	0.2998	0.2998	2.0000e-005	0.0000	0.3002
<b>Total</b>	<b>0.0108</b>	<b>0.0849</b>	<b>0.1303</b>	<b>1.7000e-004</b>	<b>4.1400e-003</b>	<b>1.4200e-003</b>	<b>5.5600e-003</b>	<b>1.1300e-003</b>	<b>1.3100e-003</b>	<b>2.4500e-003</b>	<b>0.0000</b>	<b>15.8871</b>	<b>15.8871</b>	<b>1.6000e-004</b>	<b>0.0000</b>	<b>15.8904</b>

**4.0 Operational Detail - Mobile**

**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0569	0.0297	0.2697	5.0000e-005	0.0000	2.0000e-004	2.0000e-004	0.0000	1.9000e-004	1.9000e-004	0.0000	3.6785	3.6785	7.4000e-004	0.0000	3.6940
Unmitigated	0.0569	0.0297	0.2697	5.0000e-005	0.0000	2.0000e-004	2.0000e-004	0.0000	1.9000e-004	1.9000e-004	0.0000	3.6785	3.6785	7.4000e-004	0.0000	3.6940

**4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Recreational	100.00	100.00	100.00		
<b>Total</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>		

**4.3 Trip Type Information**

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Recreational	10.00	5.00	6.50	25.00	25.00	50.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.504217	0.068068	0.177511	0.150009	0.045572	0.006451	0.019525	0.014983	0.002306	0.002359	0.006212	0.000585	0.002203

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

**5.2 Energy by Land Use - NaturalGas**  
**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>							

**5.2 Energy by Land Use - NaturalGas**  
**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>							

**5.3 Energy by Land Use - Electricity**  
**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**5.3 Energy by Land Use - Electricity**

**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**6.0 Area Detail**

**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.3000e-004	1.0000e-005	1.3200e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003
Unmitigated	1.3000e-004	1.0000e-005	1.3200e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003

**6.2 Area by SubCategory**

**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.3000e-004	1.0000e-005	1.3200e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003
<b>Total</b>	<b>1.3000e-004</b>	<b>1.0000e-005</b>	<b>1.3200e-003</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>2.4800e-003</b>	<b>2.4800e-003</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>2.6300e-003</b>

**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.3000e-004	1.0000e-005	1.3200e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.4800e-003	2.4800e-003	1.0000e-005	0.0000	2.6300e-003
<b>Total</b>	<b>1.3000e-004</b>	<b>1.0000e-005</b>	<b>1.3200e-003</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>2.4800e-003</b>	<b>2.4800e-003</b>	<b>1.0000e-005</b>	<b>0.0000</b>	<b>2.6300e-003</b>

**7.0 Water Detail**

**7.1 Mitigation Measures Water**

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

**7.2 Water by Land Use**

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Recreational	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**7.2 Water by Land Use**

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Recreational	0 / 0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**8.0 Waste Detail**

**8.1 Mitigation Measures Waste**

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

**8.2 Waste by Land Use**

**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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**10.0 Vegetation**

**Florin Creek Flood Enhancements  
Sacramento County, Summer**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Recreational	100.00	User Defined Unit	10.00	0.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	3.5	<b>Precipitation Freq (Days)</b>	58
<b>Climate Zone</b>	3			<b>Operational Year</b>	2015
<b>Utility Company</b>	Sacramento Municipal Utility District				
<b>CO2 Intensity (lb/MW hr)</b>	590.31	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006

**1.3 User Entered Comments & Non-Default Data**

- Project Characteristics -
- Land Use - Stream Bed Excavation
- Construction Phase - Florin Creek Schedule
- Off-road Equipment - Project Specific Information
- Off-road Equipment - Project Specific
- Off-road Equipment - Project Specific
- Off-road Equipment - Project Specific Information
- Off-road Equipment - Project Specific Data
- Trips and VMT - Project Specific
- Grading - Project Specific
- Vehicle Trips - Project Specific Data

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	230.00	10.00
tblConstructionPhase	NumDays	230.00	120.00
tblConstructionPhase	NumDays	230.00	30.00
tblConstructionPhase	NumDays	20.00	56.00
tblConstructionPhase	NumDays	20.00	17.00
tblConstructionPhase	PhaseEndDate	8/4/2014	5/16/2014
tblConstructionPhase	PhaseEndDate	10/31/2014	10/17/2014
tblConstructionPhase	PhaseEndDate	11/28/2014	6/27/2014
tblConstructionPhase	PhaseEndDate	7/22/2014	8/27/2014
tblConstructionPhase	PhaseStartDate	7/22/2014	5/5/2014
tblConstructionPhase	PhaseStartDate	5/17/2014	5/5/2014
tblConstructionPhase	PhaseStartDate	10/18/2014	5/19/2014
tblConstructionPhase	PhaseStartDate	6/28/2014	8/5/2014
tblGrading	MaterialExported	0.00	14,000.00
tblLandUse	LotAcreage	0.00	10.00

tblOffRoadEquipment	HorsePower	87.00	46.00
tblOffRoadEquipment	HorsePower	8.00	89.00
tblOffRoadEquipment	HorsePower	8.00	89.00
tblOffRoadEquipment	LoadFactor	0.34	0.45
tblOffRoadEquipment	LoadFactor	0.43	0.20
tblOffRoadEquipment	LoadFactor	0.43	0.20
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	2.00
tblOffRoadEquipment	PhaseName		Build Coffe Dam
tblOffRoadEquipment	PhaseName		Build Culverts
tblOffRoadEquipment	PhaseName		Build Culverts
tblOffRoadEquipment	PhaseName		Demolish Concrete
tblProjectCharacteristics	OperationalYear	2014	2015
tblTripsAndVMT	HaulingTripLength	20.00	13.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	500.00
tblTripsAndVMT	HaulingTripNumber	0.00	200.00
tblTripsAndVMT	HaulingTripNumber	0.00	700.00
tblTripsAndVMT	VendorTripLength	6.50	13.00

tblTripsAndVMT	WorkerTripNumber	5.00	20.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	0.00	25.00
tblTripsAndVMT	WorkerTripNumber	3.00	5.00
tblVehicleTrips	CC_TTP	0.00	25.00
tblVehicleTrips	CNW_TTP	0.00	50.00
tblVehicleTrips	CW_TTP	0.00	25.00
tblVehicleTrips	ST_TR	0.00	1.00
tblVehicleTrips	SU_TR	0.00	1.00
tblVehicleTrips	WD_TR	0.00	1.00

**2.0 Emissions Summary**

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**2.1 Overall Construction (Maximum Daily Emission)**

**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	6.3545	53.4721	43.9838	0.0673	2.4947	3.2406	4.2541	0.4016	3.0487	3.3216	0.0000	6,799.2797	6,799.2797	1.0448	0.0000	6,821.2200
<b>Total</b>	<b>6.3545</b>	<b>53.4721</b>	<b>43.9838</b>	<b>0.0673</b>	<b>2.4947</b>	<b>3.2406</b>	<b>4.2541</b>	<b>0.4016</b>	<b>3.0487</b>	<b>3.3216</b>	<b>0.0000</b>	<b>6,799.2797</b>	<b>6,799.2797</b>	<b>1.0448</b>	<b>0.0000</b>	<b>6,821.2200</b>

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	6.3545	53.4721	43.9838	0.0673	2.4947	3.2406	4.2541	0.4016	3.0487	3.3216	0.0000	6,799.2796	6,799.2796	1.0448	0.0000	6,821.2200
<b>Total</b>	<b>6.3545</b>	<b>53.4721</b>	<b>43.9838</b>	<b>0.0673</b>	<b>2.4947</b>	<b>3.2406</b>	<b>4.2541</b>	<b>0.4016</b>	<b>3.0487</b>	<b>3.3216</b>	<b>0.0000</b>	<b>6,799.2796</b>	<b>6,799.2796</b>	<b>1.0448</b>	<b>0.0000</b>	<b>6,821.2200</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2.2 Overall Operational**

**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3599	0.1570	1.1639	2.6000e-004	0.0000	1.0700e-003	1.0700e-003	0.0000	9.7000e-004	9.7000e-004		22.5951	22.5951	4.4600e-003		22.6887
<b>Total</b>	<b>0.3609</b>	<b>0.1571</b>	<b>1.1745</b>	<b>2.6000e-004</b>	<b>0.0000</b>	<b>1.1100e-003</b>	<b>1.1100e-003</b>	<b>0.0000</b>	<b>1.0100e-003</b>	<b>1.0100e-003</b>		<b>22.6170</b>	<b>22.6170</b>	<b>4.5200e-003</b>	<b>0.0000</b>	<b>22.7119</b>

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3599	0.1570	1.1639	2.6000e-004	0.0000	1.0700e-003	1.0700e-003	0.0000	9.7000e-004	9.7000e-004		22.5951	22.5951	4.4600e-003		22.6887
<b>Total</b>	<b>0.3609</b>	<b>0.1571</b>	<b>1.1745</b>	<b>2.6000e-004</b>	<b>0.0000</b>	<b>1.1100e-003</b>	<b>1.1100e-003</b>	<b>0.0000</b>	<b>1.0100e-003</b>	<b>1.0100e-003</b>		<b>22.6170</b>	<b>22.6170</b>	<b>4.5200e-003</b>	<b>0.0000</b>	<b>22.7119</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**3.0 Construction Detail**

**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolish Concrete	Demolition	5/5/2014	7/21/2014	5	56	
2	Build Coffe Dam	Building Construction	5/5/2014	5/16/2014	5	10	
3	Build Culverts	Building Construction	5/5/2014	10/17/2014	5	120	
4	Build Drop Structures	Building Construction	5/19/2014	6/27/2014	5	30	
5	Grading	Grading	8/5/2014	8/27/2014	5	17	Excavate Creek Bed

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 25

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolish Concrete	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Build Coffe Dam	Other Construction Equipment	2	7.00	171	0.42
Build Coffe Dam	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Build Culverts	Generator Sets	2	8.00	84	0.74
Build Culverts	Other General Industrial Equipment	1	8.00	46	0.45
Build Culverts	Plate Compactors	2	8.00	89	0.20
Build Culverts	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Build Drop Structures	Generator Sets	2	8.00	84	0.74
Build Drop Structures	Plate Compactors	2	8.00	89	0.20
Build Drop Structures	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	8.00	97	0.37

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolish Concrete	2	20.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Coffe Dam	4	25.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Culverts	6	25.00	0.00	500.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Build Drop Structures	5	25.00	0.00	200.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	1	5.00	0.00	700.00	10.00	13.00	13.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

**3.2 Demolish Concrete - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7370	7.0652	4.8452	6.2400e-003		0.5550	0.5550		0.5106	0.5106		662.1301	662.1301	0.1957		666.2391
<b>Total</b>	<b>0.7370</b>	<b>7.0652</b>	<b>4.8452</b>	<b>6.2400e-003</b>		<b>0.5550</b>	<b>0.5550</b>		<b>0.5106</b>	<b>0.5106</b>		<b>662.1301</b>	<b>662.1301</b>	<b>0.1957</b>		<b>666.2391</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1168	1.2060	1.4156	2.6000e-003	0.0619	0.0221	0.0840	0.0169	0.0203	0.0372		266.4171	266.4171	2.2700e-003		266.4647
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1003	0.0911	1.2118	1.9500e-003	0.1521	1.2600e-003	0.1534	0.0404	1.1500e-003	0.0415		172.0031	172.0031	9.4200e-003		172.2009
<b>Total</b>	<b>0.2171</b>	<b>1.2971</b>	<b>2.6273</b>	<b>4.5500e-003</b>	<b>0.2141</b>	<b>0.0233</b>	<b>0.2374</b>	<b>0.0573</b>	<b>0.0214</b>	<b>0.0787</b>		<b>438.4202</b>	<b>438.4202</b>	<b>0.0117</b>		<b>438.6657</b>

**3.2 Demolish Concrete - 2014**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7370	7.0652	4.8452	6.2400e-003		0.5550	0.5550		0.5106	0.5106	0.0000	662.1301	662.1301	0.1957		666.2391
<b>Total</b>	<b>0.7370</b>	<b>7.0652</b>	<b>4.8452</b>	<b>6.2400e-003</b>		<b>0.5550</b>	<b>0.5550</b>		<b>0.5106</b>	<b>0.5106</b>	<b>0.0000</b>	<b>662.1301</b>	<b>662.1301</b>	<b>0.1957</b>		<b>666.2391</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1168	1.2060	1.4156	2.6000e-003	0.0619	0.0221	0.0840	0.0169	0.0203	0.0372		266.4171	266.4171	2.2700e-003		266.4647
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1003	0.0911	1.2118	1.9500e-003	0.1521	1.2600e-003	0.1534	0.0404	1.1500e-003	0.0415		172.0031	172.0031	9.4200e-003		172.2009
<b>Total</b>	<b>0.2171</b>	<b>1.2971</b>	<b>2.6273</b>	<b>4.5500e-003</b>	<b>0.2141</b>	<b>0.0233</b>	<b>0.2374</b>	<b>0.0573</b>	<b>0.0214</b>	<b>0.0787</b>		<b>438.4202</b>	<b>438.4202</b>	<b>0.0117</b>		<b>438.6657</b>

**3.3 Build Cofferd Dam - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.9007	20.3066	11.7435	0.0162		1.2243	1.2243		1.1263	1.1263		1,719,972.8	1,719,972.8	0.5083			1,730,646.5
<b>Total</b>	<b>1.9007</b>	<b>20.3066</b>	<b>11.7435</b>	<b>0.0162</b>		<b>1.2243</b>	<b>1.2243</b>		<b>1.1263</b>	<b>1.1263</b>		<b>1,719,972.8</b>	<b>1,719,972.8</b>	<b>0.5083</b>			<b>1,730,646.5</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.6541	6.7535	7.9271	0.0146	0.3468	0.1236	0.4704	0.0949	0.1136	0.2085		1,491,935.7	1,491,935.7	0.0127			1,492,202.5
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118			215.2512
<b>Total</b>	<b>0.7794</b>	<b>6.8674</b>	<b>9.4418</b>	<b>0.0170</b>	<b>0.5370</b>	<b>0.1252</b>	<b>0.6622</b>	<b>0.1453</b>	<b>0.1150</b>	<b>0.2603</b>		<b>1,706,939.6</b>	<b>1,706,939.6</b>	<b>0.0245</b>			<b>1,707,453.7</b>

**3.3 Build Cofferd Dam - 2014**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.9007	20.3066	11.7435	0.0162		1.2243	1.2243		1.1263	1.1263	0.0000	1,719,972.8	1,719,972.8	0.5083			1,730,646.5
<b>Total</b>	<b>1.9007</b>	<b>20.3066</b>	<b>11.7435</b>	<b>0.0162</b>		<b>1.2243</b>	<b>1.2243</b>		<b>1.1263</b>	<b>1.1263</b>	<b>0.0000</b>	<b>1,719,972.8</b>	<b>1,719,972.8</b>	<b>0.5083</b>			<b>1,730,646.5</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.6541	6.7535	7.9271	0.0146	0.3468	0.1236	0.4704	0.0949	0.1136	0.2085		1,491,935.7	1,491,935.7	0.0127			1,492,202.5
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118			215.2512
<b>Total</b>	<b>0.7794</b>	<b>6.8674</b>	<b>9.4418</b>	<b>0.0170</b>	<b>0.5370</b>	<b>0.1252</b>	<b>0.6622</b>	<b>0.1453</b>	<b>0.1150</b>	<b>0.2603</b>		<b>1,706,939.6</b>	<b>1,706,939.6</b>	<b>0.0245</b>			<b>1,707,453.7</b>

**3.4 Build Culverts - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.4586	16.4150	12.1598	0.0179		1.2855	1.2855		1.2502	1.2502		1,745.9930	1,745.9930	0.2903			1,752.0884
<b>Total</b>	<b>2.4586</b>	<b>16.4150</b>	<b>12.1598</b>	<b>0.0179</b>		<b>1.2855</b>	<b>1.2855</b>		<b>1.2502</b>	<b>1.2502</b>		<b>1,745.9930</b>	<b>1,745.9930</b>	<b>0.2903</b>			<b>1,752.0884</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.1363	1.4070	1.6515	3.0400e-003	0.0723	0.0258	0.0980	0.0198	0.0237	0.0434		310.8199	310.8199	2.6500e-003			310.8755
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118			215.2512
<b>Total</b>	<b>0.2616</b>	<b>1.5209</b>	<b>3.1662</b>	<b>5.4700e-003</b>	<b>0.2624</b>	<b>0.0273</b>	<b>0.2898</b>	<b>0.0702</b>	<b>0.0251</b>	<b>0.0953</b>		<b>525.8238</b>	<b>525.8238</b>	<b>0.0144</b>			<b>526.1267</b>

**3.4 Build Culverts - 2014**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.4586	16.4150	12.1598	0.0179		1.2855	1.2855		1.2502	1.2502	0.0000	1,745.9930	1,745.9930	0.2903			1,752.0884
<b>Total</b>	<b>2.4586</b>	<b>16.4150</b>	<b>12.1598</b>	<b>0.0179</b>		<b>1.2855</b>	<b>1.2855</b>		<b>1.2502</b>	<b>1.2502</b>	<b>0.0000</b>	<b>1,745.9930</b>	<b>1,745.9930</b>	<b>0.2903</b>			<b>1,752.0884</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.1363	1.4070	1.6515	3.0400e-003	0.0723	0.0258	0.0980	0.0198	0.0237	0.0434		310.8199	310.8199	2.6500e-003			310.8755
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118			215.2512
<b>Total</b>	<b>0.2616</b>	<b>1.5209</b>	<b>3.1662</b>	<b>5.4700e-003</b>	<b>0.2624</b>	<b>0.0273</b>	<b>0.2898</b>	<b>0.0702</b>	<b>0.0251</b>	<b>0.0953</b>		<b>525.8238</b>	<b>525.8238</b>	<b>0.0144</b>			<b>526.1267</b>

**3.5 Build Drop Structures - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9033	14.3765	9.8642	0.0159		1.0870	1.0870		1.0676	1.0676		1,535.751 1	1,535.751 1	0.2281		1,540.541 7
<b>Total</b>	<b>1.9033</b>	<b>14.3765</b>	<b>9.8642</b>	<b>0.0159</b>		<b>1.0870</b>	<b>1.0870</b>		<b>1.0676</b>	<b>1.0676</b>		<b>1,535.751 1</b>	<b>1,535.751 1</b>	<b>0.2281</b>		<b>1,540.541 7</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2180	2.2512	2.6424	4.8600e-003	0.1156	0.0412	0.1568	0.0316	0.0379	0.0695		497.3119	497.3119	4.2300e-003		497.4008
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118		215.2512
<b>Total</b>	<b>0.3434</b>	<b>2.3650</b>	<b>4.1571</b>	<b>7.2900e-003</b>	<b>0.3058</b>	<b>0.0428</b>	<b>0.3486</b>	<b>0.0821</b>	<b>0.0393</b>	<b>0.1214</b>		<b>712.3158</b>	<b>712.3158</b>	<b>0.0160</b>		<b>712.6520</b>

**3.5 Build Drop Structures - 2014**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9033	14.3765	9.8642	0.0159		1.0870	1.0870		1.0676	1.0676	0.0000	1,535.751 1	1,535.751 1	0.2281		1,540.541 7
<b>Total</b>	<b>1.9033</b>	<b>14.3765</b>	<b>9.8642</b>	<b>0.0159</b>		<b>1.0870</b>	<b>1.0870</b>		<b>1.0676</b>	<b>1.0676</b>	<b>0.0000</b>	<b>1,535.751 1</b>	<b>1,535.751 1</b>	<b>0.2281</b>		<b>1,540.541 7</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2180	2.2512	2.6424	4.8600e-003	0.1156	0.0412	0.1568	0.0316	0.0379	0.0695		497.3119	497.3119	4.2300e-003		497.4008
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1253	0.1139	1.5147	2.4300e-003	0.1902	1.5800e-003	0.1918	0.0505	1.4400e-003	0.0519		215.0039	215.0039	0.0118		215.2512
<b>Total</b>	<b>0.3434</b>	<b>2.3650</b>	<b>4.1571</b>	<b>7.2900e-003</b>	<b>0.3058</b>	<b>0.0428</b>	<b>0.3486</b>	<b>0.0821</b>	<b>0.0393</b>	<b>0.1214</b>		<b>712.3158</b>	<b>712.3158</b>	<b>0.0160</b>		<b>712.6520</b>

**3.6 Grading - 2014**

**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.7299	0.0000	1.7299	0.1942	0.0000	0.1942			0.0000			0.0000
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553		331.0651	331.0651	0.0978		333.1196
<b>Total</b>	<b>0.3685</b>	<b>3.5326</b>	<b>2.4226</b>	<b>3.1200e-003</b>	<b>1.7299</b>	<b>0.2775</b>	<b>2.0074</b>	<b>0.1942</b>	<b>0.2553</b>	<b>0.4495</b>		<b>331.0651</b>	<b>331.0651</b>	<b>0.0978</b>		<b>333.1196</b>

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	1.1297	9.3682	13.9393	0.0198	0.4644	0.1671	0.6315	0.1271	0.1535	0.2806		2,024.5354	2,024.5354	0.0178		2,024.9083
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0251	0.0228	0.3029	4.9000e-004	0.0380	3.2000e-004	0.0384	0.0101	2.9000e-004	0.0104		43.0008	43.0008	2.3500e-003		43.0502
<b>Total</b>	<b>1.1548</b>	<b>9.3910</b>	<b>14.2423</b>	<b>0.0203</b>	<b>0.5024</b>	<b>0.1674</b>	<b>0.6699</b>	<b>0.1372</b>	<b>0.1538</b>	<b>0.2910</b>		<b>2,067.5361</b>	<b>2,067.5361</b>	<b>0.0201</b>		<b>2,067.9586</b>

**3.6 Grading - 2014**

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.7299	0.0000	1.7299	0.1942	0.0000	0.1942			0.0000			0.0000
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553	0.0000	331.0651	331.0651	0.0978		333.1196
<b>Total</b>	<b>0.3685</b>	<b>3.5326</b>	<b>2.4226</b>	<b>3.1200e-003</b>	<b>1.7299</b>	<b>0.2775</b>	<b>2.0074</b>	<b>0.1942</b>	<b>0.2553</b>	<b>0.4495</b>	<b>0.0000</b>	<b>331.0651</b>	<b>331.0651</b>	<b>0.0978</b>		<b>333.1196</b>

**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	1.1297	9.3682	13.9393	0.0198	0.4644	0.1671	0.6315	0.1271	0.1535	0.2806		2,024.5354	2,024.5354	0.0178		2,024.9083
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0251	0.0228	0.3029	4.9000e-004	0.0380	3.2000e-004	0.0384	0.0101	2.9000e-004	0.0104		43.0008	43.0008	2.3500e-003		43.0502
<b>Total</b>	<b>1.1548</b>	<b>9.3910</b>	<b>14.2423</b>	<b>0.0203</b>	<b>0.5024</b>	<b>0.1674</b>	<b>0.6699</b>	<b>0.1372</b>	<b>0.1538</b>	<b>0.2910</b>		<b>2,067.5361</b>	<b>2,067.5361</b>	<b>0.0201</b>		<b>2,067.9586</b>

**4.0 Operational Detail - Mobile**

**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.3599	0.1570	1.1639	2.6000e-004	0.0000	1.0700e-003	1.0700e-003	0.0000	9.7000e-004	9.7000e-004		22.5951	22.5951	4.4600e-003		22.6887
Unmitigated	0.3599	0.1570	1.1639	2.6000e-004	0.0000	1.0700e-003	1.0700e-003	0.0000	9.7000e-004	9.7000e-004		22.5951	22.5951	4.4600e-003		22.6887

**4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Recreational	100.00	100.00	100.00		
Total	100.00	100.00	100.00		

**4.3 Trip Type Information**

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Recreational	10.00	5.00	6.50	25.00	25.00	50.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.504217	0.068068	0.177511	0.150009	0.045572	0.006451	0.019525	0.014983	0.002306	0.002359	0.006212	0.000585	0.002203

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

**5.2 Energy by Land Use - NaturalGas**

**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

**5.2 Energy by Land Use - NaturalGas**

**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Recreational	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>		<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>

**6.0 Area Detail**

**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232
Unmitigated	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232

**6.2 Area by SubCategory**

**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232
<b>Total</b>	<b>1.0400e-003</b>	<b>1.0000e-004</b>	<b>0.0106</b>	<b>0.0000</b>		<b>4.0000e-005</b>	<b>4.0000e-005</b>		<b>4.0000e-005</b>	<b>4.0000e-005</b>		<b>0.0219</b>	<b>0.0219</b>	<b>6.0000e-005</b>		<b>0.0232</b>

**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0400e-003	1.0000e-004	0.0106	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.0219	0.0219	6.0000e-005		0.0232
<b>Total</b>	<b>1.0400e-003</b>	<b>1.0000e-004</b>	<b>0.0106</b>	<b>0.0000</b>		<b>4.0000e-005</b>	<b>4.0000e-005</b>		<b>4.0000e-005</b>	<b>4.0000e-005</b>		<b>0.0219</b>	<b>0.0219</b>	<b>6.0000e-005</b>		<b>0.0232</b>

**7.0 Water Detail**

**7.1 Mitigation Measures Water**

**8.0 Waste Detail**

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**8.1 Mitigation Measures Waste**

**9.0 Operational Offroad**

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Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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**10.0 Vegetation**

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# **SOUTH SACRAMENTO STREAM PROJECT- FLORIN CREEK PROJECT**

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## **Mitigation Monitoring and Reporting Program**

The California Public Resources Code Section 21081.6, subdivision (a)(1) requires lead agencies to, “adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation”. This Mitigation Monitoring and Reporting Program (MMRP) identifies: mitigation measures adopted by the Sacramento Area Flood Control Agency (SAFCA) for the Florin Creek Project; timing of the action; responsibility for implementation of the mitigation measures; and, responsibility for monitoring implementation of mitigation measures. Mitigation measures were included in the Initial Study (IS) (State Clearinghouse No. 2014042026).

The MMRP table includes the following:

- **Mitigation Measures** – lists the adopted mitigation measures from the IS/SMND.
- **Timing** – identifies the timing of implementation of the actions described in the mitigation measures.
- **Responsibility for Implementation** – identifies the agency/party responsible for implementing the actions described in the mitigation measures.
- **Responsibility for Monitoring** – identifies the agency/party responsible for monitoring implementation of the actions described in the mitigation measures.

Abbreviations used in the MMRP include:

- USACE – US Army Corps of Engineers
- CVRWQCB – Central Valley Regional Water Quality Control Board
- SAFCA – Sacramento Area Flood Control Agency
- SMAQMD – Sacramento Metropolitan Air Quality Management District

SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Biological Resources</b>					
<p><b>Mitigation Measure BIO-1:</b> For construction of the Project design refinements that would occur between March 15 and September 15, pre-construction surveys shall be conducted in suitable nesting habitat within ½-mile of the Project site for Swainson's hawk, within 1,000 feet of the Project site for tree-nesting raptors and northern harriers, and within 500 feet of the Project site for burrowing owls.</p> <p>Surveys shall conform to the new Swainson's Hawk Technical Advisory Committee (2000) guidelines and CDFW burrowing owl recommendations. Burrowing owl surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons. If nesting raptors are recorded within their respective buffers, CDFW will be consulted regarding suitable measures to avoid impacting breeding effort. Measures may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Maintaining a 500 foot buffer around each active raptor nest and 1,640 feet buffer around each active burrowing owl nest. No construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.</li> <li>Depending on conditions specific to each nest, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the nest(s) shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the nest, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the nest is no longer active or the project receives approval to continue from CDFW.</li> </ul>	<p>Prior to Project Construction – conduct a pre-construction survey</p> <p>During Construction – implement protection measures</p>	SAFCA	USACE/SAFCA/CDFW		
<p><b>Mitigation Measure BIO-2:</b> For construction of the Project design refinements between March 15 and August 1, at least two pre-construction surveys (separated by at least 2 weeks) for tricolored blackbird colonies shall be conducted in suitable habitat by a qualified biologist. These surveys shall be completed within 30 days of construction. If a colony is identified in or within 500 feet of the Project site, CDFW will be consulted regarding suitable measures to</p>	<p>Prior to Construction – pre-construction surveys</p> <p>During Construction – implement protection measures</p>	SAFCA	SAFCA/CDFW		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<p>avoid impacting breeding efforts. Measures may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Maintaining a 500-foot buffer around each colony; no construction activities shall be permitted within this buffer except as allowed through consultation with CDFW. This buffer may be reduced in consultation with CDFW.</li> <li>Depending on conditions specific to each colony, and the relative location and rate of construction activities, it may be feasible for construction to occur as planned within the buffer without impacting the breeding effort. In this case (to be determined in consultation with CDFW), the colony shall be monitored by a qualified biologist during construction within the buffer. If, in the professional opinion of the monitor, the project would impact the colony, the biologist shall immediately inform the construction manager and CDFW. The construction manager shall stop construction activities within the buffer until either the colony is no longer active or the project receives approval to continue from CDFW.</li> </ul>					
<p><b>Mitigation Measure BIO-3: Nests or Eggs of Any Bird Species</b> To avoid the removal of active nests and eggs during the nesting season, tree or vegetation removal shall be scheduled to occur outside of the nesting season of February 1 to September 1. If tree or vegetation removal must occur during the nesting season, a pre-construction clearance survey shall be conducted within 30 days of construction in the areas where tree or vegetation is proposed to be removed. If no active nests are detected, construction may proceed. If active nests are detected, 20-foot avoidance zones shall be established to avoid disturbance. If avoidance is not possible, CDFW will be contacted.</p>	Prior to and during Construction	SAFCA	USACE/SAFCA/CDFW		
<p><b>Mitigation Measure BIO-4: Migratory Bird Avoidance Mitigation.</b></p> <ul style="list-style-type: none"> <li>Avoid Active Nesting Season. To avoid impacts to tree and shrub nesting bird species, SAFCA shall conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31), if feasible. For burrowing owls, surveys shall be conducted in both the breeding (April 15 to July 17) and non-breeding (December 1 to January 31) seasons.</li> <li>Conduct Pre-construction Nesting Bird Surveys. If construction, grading or other Project-related activities are scheduled during the nesting season (February 1 to August</li> </ul>	<p>Prior to Construction – conduct pre-construction survey</p> <p>During Construction – implement protection measures</p>	SAFCA	USACE/SAFCA/CDFW		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
Therefore, with implementation of the following mitigation measure from the Approved Project, the Proposed Project would result in less-than-significant impacts.					
<b>Mitigation Measure TRAF-3:</b> On-street parking for construction workers would be prohibited for construction sites with more than twelve workers.					
<b>Mitigation Measure TRAF-4:</b> Off-street parking would be identified and provided to the construction workers and their vehicles and transport trucks. Preferred parking would be located close enough to walk; however, if nearby off-street parking is not available farther off-street parking would be provided with a shuttle van to transport workers to construction sites.					
<b>Mitigation Measure TRAF-5:</b> Prior to construction activities, a pre-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine existing roadway conditions.					
<b>Mitigation Measure TRAF-6:</b> A post-project survey of Project roadways shall be done by the construction contractor in coordination with the City or County to determine if any damage has occurred from construction activities. If so, the contractor shall be responsible for repairing the damage to the satisfaction of the City or County.					

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Mitigation Measure BIO-5:</b> Prior to construction in aquatic habitat, the crews shall receive giant garter snake and western pond turtle awareness training, as directed in the Approved Project. This training shall include, at a minimum, a description of giant garter snake and western pond turtle, their habitat requirements, and a photograph or illustration of the species so that crews can recognize the species. In the event that either species is present in the construction area, a qualified biologist holding necessary permits shall be retained to remove them from the construction area. In the event giant garter snake is present in the construction area, the CDFW shall be contacted.	Prior to and during construction	SAFCA	USACE/SAFCA/CDFW		
<b>Mitigation Measure BIO-6:</b> Similar to the mitigation measure adopted for loss of wetlands in the Approved Project, any loss of additional wetlands shall be compensated to the degree needed to replace the functional values supported by this habitat. According to the Habitat Evaluation Procedure (HEP) analysis performed in 1998, the total compensation acreage equals about 1.16 acres (0.71 acre of seasonal wetland, 0.23 acre of emergent marsh, and 0.19 acre of riparian scrub-shrub). The Proposed Project may result in the loss of additional wetlands. These additional wetlands will be replaced in a manner similar to the Approved Project. Suitable off-site mitigation land acquisition or mitigation bank purchase would adequately compensate for impacts associated with project implementation.	Prior to or during Construction	SAFCA	USACE/SAFCA		
<b>Cultural and Paleontological Resources</b>					
<b>Mitigation Measure CUL-1:</b> If any historic or prehistoric find is determined to be significant by a qualified archaeologist, consultation shall occur to determine an appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by a qualified archaeologist according to current professional standards in accordance with CEQA Guidelines Section 15064.5(f).	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure CUL-2:</b> Implement CUL-1	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure CUL-3:</b> In the event of the discovery of human remains, CEQA Guidelines 15064.5 (e)(1) shall be followed, including: <ol style="list-style-type: none"> <li>1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: <ol style="list-style-type: none"> <li>a. The coroner of the county in which the remains are discovered must be contacted to verify that</li> </ol> </li> </ol>	During Construction	SAFCA	SAFCA/Sacramento County		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<p>the remains are human, that no investigation of the cause of death is required, and</p> <p>b. If the coroner determines the remains to be Native American:</p> <p>i. The coroner shall contact the Native American Heritage Commission within 24 hours.</p> <p>ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.</p> <p>iii. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>					
<b>Greenhouse Gas Emissions</b>					
<p><b>Mitigation Measure GHG-1:</b> Vehicles and contractor onsite off-road construction equipment shall comply with the following measures to reduce GHG emissions during construction:</p> <ul style="list-style-type: none"> <li>• Train equipment operators in proper use of equipment.</li> <li>• Maintain construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.</li> <li>• Use the proper size of equipment for the job.</li> </ul>	Prior to Construction	SAFCA	SAFCA/USACE/SMAQMD		

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Hazards and Hazardous Materials</b>					
<b>Mitigation Measure HAZ-1:</b> Prior to construction, a site specific health and safety plan shall be prepared by a qualified health and safety professional. The plan shall include measures to reduce the risk for worker exposure and contamination during construction. A worker awareness program shall be developed and implemented to educate the workers on worker safety measures, other provisions of the health and safety plan, and the correct procedures if exposure or contamination occurs. The health and safety plan will include appropriate coordination with treatment plant and other city and county health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Mitigation Measure HAZ-2:</b> The health and safety plan will include a plan for the discovery of unidentified hazardous substances. The plan shall include appropriate testing, remediation, and worker safety measures. This plan will be coordinated with appropriate local health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Mitigation Measure HAZ-3:</b> The health and safety plan shall include procedures that would be implemented in case of an emergency. The health and safety plan shall include appropriate coordination with city and county health and safety personnel.	Prior to Construction	SAFCA	SAFCA/USACE		
<b>Noise</b>					
<b>Mitigation Measure NOI-1:</b> Construction equipment shall be outfitted and maintained with noise-reduction devices such as mufflers to minimize construction noise. All internal combustion engines shall be operated with exhaust and intake silencers.	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure NOI-2:</b> To minimize noise effects on nearby residents during noise sensitive periods and to ensure consistency with the construction hourly limits set forth in the City and County of Sacramento Noise Ordinances, construction activities shall be restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between 9:00 a.m. and 6:00 p.m. on Sundays.	During Construction	SAFCA	SAFCA		
<b>Mitigation Measure NOI-3:</b> Prior to construction at each site near residences, written notification to potentially affected residents shall be provided, identifying the type, duration, and frequency of construction activities. Notification materials shall also identify a mechanism for residents to register complaints with the County or City if construction noise levels are overly intrusive or construction occurs outside the required hours.					

**SOUTH SACRAMENTO STREAMS PROJECT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
				Date Completed	Status/Comments
<b>Mitigation Measure NOI-4:</b> Where feasible and particularly in locations subject to prolonged construction (e.g., borrow sites or the detention basin), noise-generating construction equipment shall be shielded from nearby residences by noise-attenuating buffers such as structures or truck trailers or by placement of soil piles between the receptor and noise-generating activity.					
<b>Mitigation Measure NOI-5:</b> Project construction contractor(s) shall locate fixed construction equipment (e.g., compressors and generators) and construction staging areas as far as possible from noise-sensitive receptors.					
<b>Traffic and Circulation</b>					
<b>Mitigation Measure TRAF-1:</b> Traffic Control Plan (TCP). A TCP for the Proposed Project shall be prepared prior to any construction activities. The TCP shall coordinate all use of public roads with the City of Sacramento, and/or other responsible agencies. This plan would include the following:					
<ul style="list-style-type: none"> <li>• Construction vehicles would not be permitted to block any roadways or driveways;</li> <li>• Access will be provided for emergency vehicles at all times;</li> <li>• Signs and flagmen would be used, as needed, to alert motorists, bicyclists, and pedestrians to the presence of haul trucks and construction vehicles at all access points;</li> <li>• Vehicles would be required to obey all speed limits, traffic laws, and transportation regulations;</li> <li>• Construction workers would be encouraged to carpool and park in designated staging areas;</li> <li>• Closure of staging areas and construction sites would be clearly fenced and delineated with appropriate closure signage; and,</li> <li>• The contractor shall be required by contract to repair any roads damaged by construction, and to be inspected by the City of Sacramento.</li> </ul>	Prior to Construction –	SAFCA	SAFCA/City/County		
<b>Mitigation Measure TRAF-2:</b> Applicable to all construction locations: If there are trucks or equipment which would need time to maneuver into or out of construction sites and could affect traffic, flag holders would be stationed to slow or stop approaching vehicles to avoid conflicts with construction vehicles or equipment.					
Project construction activities could increase the demand for on-street parking for construction workers/inspector vehicles and trucks.					

**SOUTH SACRAMENTO STREAMS PROEJCT – FLORIN CREEK PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Responsible for Mitigation	Responsible for Monitoring	Verification and Implementation	
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## AGREEMENT FOR COST SHARING OF FLORIN CREEK FENCE INSTALLATION

This Agreement is made and entered into on \_\_\_\_\_, 2014 by and between the **City of Sacramento**, a charter city (“City”), and the **Sacramento Area Flood Control Agency**, a joint powers authority (“SAFCA”).

### RECITALS

WHEREAS, from 2005 through 2013 the U.S. Army Corps of Engineers (USACE) has constructed portions of the federally authorized South Sacramento Streams Group Project, including improvements to portions of Florin Creek downstream of Franklin Boulevard; and

WHEREAS, the USACE plans to construct improvements to Florin Creek from Franklin Boulevard to La Mancha Way (US Highway 99) and these improvements consist of channel widening, channel lining, and minor floodwall construction (the “USACE Project”); and

WHEREAS, the USACE Project will provide improved flood protection for residents in the City and County of Sacramento; and

WHEREAS, the City and SAFCA are proposing to cost-share the installation of 6 foot high chain link security fencing (the “Fencing”) adjacent to Florin Creek within the USACE Project limits at the locations delineated on **Exhibit A**, attached hereto and incorporated herein by this reference, with installation of the fencing to be performed by the City; and

WHEREAS, the parties desire to set forth their understanding and agreement as to the roles and responsibilities of each party with respect to installation and cost-sharing of the Fencing.

### AGREEMENT

**NOW, THEREFORE, THE PARTIES** agree as follows:

1. City’s Obligations.

City agrees to perform and provide for the following services for installation of the Fencing:

A. Prepare or cause to be prepared plans and specifications for installation of the Fencing. These plans and specifications shall be subject to review and acceptance by SAFCA. SAFCA has reviewed and accepted the plans and specifications dated July 23, 2014.

B. Request bids for the Fencing installation, award an installation contract for the Fencing to the lowest responsive and responsible bidder (subject to the provisions of subsection C below), and manage the installation of the Fencing to completion in accordance with the plans and specifications. After the contract is awarded, any change order shall be provided to SAFCA for review and comment prior to City approval.

C. If the bid from the lowest responsive and responsible bidder causes the total cost of the Fencing design and installation to exceed \$200,000, the City may elect whether or not to award the contract; if the City elects to award the contract, City and SAFCA subsequently may agree to amend this Agreement to reflect the increased cost and cost-sharing. If City elects not to award the contract, this Agreement will terminate.

D. Instead of utilizing the public bidding process described in Section 1(B) above for all or any portion of the Fencing installation, the City may utilize City personnel to install all or any portion of the Fencing.

E. City shall pay the cost to perform the services specified in subsections A, B, and D above (including the costs of the plans and specifications, bidding, the contract, any change orders, contract management, direct and indirect costs for City employees, equipment, and supplies if all or a portion of the Fencing is installed by City personnel, and the costs to comply with any environmental or other regulatory requirements applicable to the Fencing installation).

F. City shall perform the services described above pursuant to the schedule set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

2. SAFCA's Obligations.

A. Subject to City's performance of the above obligations, SAFCA agrees to reimburse City for 50% of the costs incurred by City for installation of the Fencing only, and shall not include any related costs that are not costs incurred for the actual Fencing installation, such as for vegetation removal, environmental mitigation, etc. City shall send SAFCA an invoice for the SAFCA cost-share after the City and SAFCA accept the Fencing installation as

complete, and SAFCA shall pay the City's invoice not later than sixty (60) days after receipt.

B. SAFCA's reimbursement obligation hereunder shall not exceed \$99,999.00, unless the parties agree in writing to increase this amount.

3. Term of Agreement. Unless terminated as provided in Section 1(C) above, or by mutual written agreement of the parties, this Agreement shall remain in effect until the Fencing is installed as evidenced by acceptance of the completed Fencing by the City and SAFCA, and all payments or reimbursements provided for in this Agreement have been made. Any provisions of this Agreement capable of performance after the expiration of such term shall survive and not be affected by the expiration of such term.

4. Financial Records. The parties shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four years after the expiration of this Agreement, or until audited, whichever occurs first, or for any such longer period of time as may be required to comply with the terms of any grant that funds any portion of the Fencing installation. Staff of City or SAFCA or any duly authorized representative of City or SAFCA shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

5. Notices. Any notices, invoices, payments, and other communications under this Agreement shall be given by delivering the same in writing by mail or personal delivery to the parties at the addresses below:

**To City:**

~~Director of Utilities~~

Department of Utilities, City of Sacramento, Attention Annette Atkins  
1395 35<sup>th</sup> Avenue  
Sacramento, CA 95822  
Telephone: (916) 808-1400

**To SAFCA:**

Richard M. Johnson, Executive Director  
SAFCA  
1007 7<sup>th</sup> Street, 7<sup>th</sup> floor  
Sacramento, CA 95814  
Telephone: (916) 874-7606

A party may change the designation indicated above by written notice to the other party in accordance with this Section.

6. Independent Contractor.

A. It is understood and agreed that the City, including any consultants or contractors retained by the City pursuant to Section 1 above, are independent contractors and that no relationship of employer-employee exists between the parties. Neither such consultants nor contractors, nor any person employed by the City, shall be entitled to any benefits payable to employees of SAFCA. SAFCA is not required to make any deductions or withholdings from the reimbursement payable to the City under the provisions of this Agreement, and City hereby agrees to defend and indemnify SAFCA against, and hold SAFCA harmless from, any and all claims that may be made against SAFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. If, in the performance of this Agreement, any third parties are employed by City, such persons shall be entirely and exclusively under the direction, supervision, and control of the City. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by the City.

C. It is further understood and agreed that neither the City nor City's assigned personnel shall have any entitlement as a SAFCA employee, or any right to act on behalf of SAFCA in any capacity whatsoever as agent, or to bind SAFCA to any obligation whatsoever.

7. Indemnification.

A. SAFCA, by execution of this Agreement, specifically agrees to hold harmless, defend, and indemnify City, its officials, officers, agents, and employees from and against any and all actions, claims, loss, liability, damage, and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act or omission of the SAFCA, its officers, or employees in connection with performance of the SAFCA's obligations under this Agreement.

B. City, by execution of this Agreement, specifically agrees to hold harmless, defend, and indemnify the SAFCA, its officials, officers, agents, and employees from and against any and all actions, claims, loss, liability, damage, and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act

or omission of City, its officers, or employees, or of City's consultants, contractors, or subcontractors or their respective officers and employees, in connection with performance of the City's obligations under this Agreement. In addition, City's agreements with any consultants and contractors performing any aspect of the design or construction for the Fencing installation shall require such consultants and contractors to agree to hold harmless, defend, and indemnify the SAFCA, its officers, agents, and employees, and name the SAFCA, its officers, agents, and employees as additional insureds, to the same extent that such agreements require this for the City, its officers, and employees.

8. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by all parties.

9. Successors and Waivers. This Agreement shall bind the successors of SAFCA and City in the same manner as if they were expressly named. Waiver by any party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. This Agreement may not be assigned without the written consent of the non-assigning party.

10. Parties to Agreement. The City and SAFCA are the only parties to this Agreement. The member entities that make up SAFCA are not parties and are not liable for any SAFCA obligation set forth in this Agreement, nor are such member entities third party beneficiaries of any provision of this Agreement.

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11. Entire Agreement. This Agreement constitutes the entire agreement between SAFCA and the City concerning the subject matter of this Agreement and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement regarding the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed as of the day and year first written above.

**SACRAMENTO AREA FLOOD CONTROL AGENCY,**  
a joint powers agency

**CITY OF SACRAMENTO,**  
a charter city

By: \_\_\_\_\_  
RICHARD M. JOHNSON  
Executive Director

By: \_\_\_\_\_  
Director of Utilities  
For: John F. Shirey,  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
M. HOLLY GILCHRIST  
Agency Counsel

By \_\_\_\_\_  
JOE ROBINSON  
Senior Deputy City Attorney

ATTEST:

By \_\_\_\_\_  
CITY CLERK

EXHIBIT A

EXHIBIT B

CONTRACT DOCUMENTS  
FOR  
**FLORIN CREEK R/W FENCE**

CIP No.: W14130403  
B15141321007  
Engineer's Estimate: \$150,000

For Pre-Bid Information Call:

Stu Williams  
Civil Engineer  
(916) 808-1410

Plans included with specifications

Bids must be received before 2:00 PM  
**August 20, 2014** at the following location:  
Office of the City Clerk  
915 I Street, New City Hall  
5<sup>th</sup> Floor Public Counter  
Sacramento, CA 95814

**FLORIN CREEK R/W FENCE  
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NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals, as set forth in the Contract Documents sent to selected bidders, will be received by the City of Sacramento, Office of the City Clerk, 915 I Street, New City Hall, 5<sup>th</sup> Floor, Public Counter, up to the hour of 2:00 p.m. on **August 20, 2014**, and opened as soon thereafter as business allows for a capital improvement project (CIP) titled:

**FLORIN CREEK R/W FENCE**  
(CIP: W14130403) (B15141321007)

The Project involves installation of new chain-link fence along the Florin Creek drainage ditch right-of-way (R/W). Work includes, but is not limited to, coordinating access and material deliveries for this work with others who will also be working somewhat concurrently in the narrow work space between the R/W and top of bank along this reach of Florin Creek; installing new line, corner, brace and pull posts with concrete footings; installing new top and bottom tension wires; installing new chain-link fence fabric with vinyl privacy slats; and construction of all associated appurtenances as necessary for a complete, in-place secure R/W fence project. Project requirements include at least a 5% minimum participation level of local business enterprise (LBE) firms for the fence work.

City of Sacramento Dept. of Utilities (DOU) staff plans to begin clearing operations to remove vegetation, and abandoned facilities between the R/W and existing fences along the creek starting on approximately September 8<sup>th</sup>, 2014. Clearing is anticipated to progress at the rate of 200 to 300 lineal feet per day. At the end of each day, DOU staff will install a 6' tall temporary vinyl mesh fence along the cleared R/W alignment. Chain-link fence installed this contract shall closely follow behind DOU clearing operations such that the new chain-link fence is up and completely secures each individual parcel no more than five calendar days after initial installation of the corresponding length of temporary vinyl mesh fence. Unless otherwise arranged with chain-link fence contractor, DOU staff will remove the temporary vinyl mesh fence after the chain-link is installed. Starting approximately September 15<sup>th</sup>, the Corps of Engineers is scheduled to have a separate contractor also working along this same project length of Florin Creek removing some 60 large existing trees located on or very near to the existing fence near the top of bank line. In late September, CalAm Water Company will begin removal of their abandoned existing asbestos cement waterline along the north side of the creek east of Center Parkway. Due to environmental considerations, all fence work is to be completed before October 31<sup>st</sup>, unless otherwise approved.

All work shall comply with the requirements of Chapter 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by a bid security of at least 10% of the total amount bid. Signed proposals shall be submitted on the printed forms contained in the Contract Documents and enclosed in a sealed envelope marked:

**SEALED PROPOSAL FOR FLORIN CREEK R/W FENCE**  
(PN: W14130403) (B15141321007)

The Contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. The City of Sacramento has an approved Labor Compliance Program. Electronic Web submittal of Labor Compliance Reports is required. Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically, at the discretion of and in the manner specified by the City of Sacramento, via the City's web-based system. Each contractor and subcontractor will be given a Log On identification and password to access the City's reporting system. This requirement "flows down," so every lower-tier subcontractor and vendor is required to provide labor compliance documentation.

Use of the Electronic Web system for labor compliance may entail additional data entry of weekly payroll information including; employee identification labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The Contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. All questions regarding the Labor Compliance Program should be directed to the Labor Compliance Section at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.250, any agreement awarded for this project shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filed and maintained in accordance with the provisions of Chapter 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Chapter 3.60.040 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231. As used herein, the term "bid protests" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Chapter 3.60.010 of the Sacramento City Code may be obtained from the Project Manager or from the Office of the Sacramento City Clerk.

The right to reject any and all bids or to waive any informality error or omission in any bid received is reserved by the City Council.

**LOCAL BUSINESS ENTERPRISE (LBE)  
PARTICIPATION REQUIREMENTS  
FOR PUBLIC PROJECTS OF \$100,000 OR MORE**  
(City Contracts no Federal Funds Used)

**I. LBE PARTICIPATION REQUIREMENT**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

**II. LBE QUALIFICATION**

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
  - 2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

### III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) a LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) a LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for a LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for a LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
  - Truckers: Credit for a LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

### IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be

required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
  2. The listed LBE becomes bankrupt or insolvent.
  3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
  4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
  5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of a LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If a LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request

from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

## **V. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated County of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.

THE FOLLOWING DOCUMENTS  
ARE TO BE COMPLETED AND  
SUBMITTED AS THE BID PROPOSAL PACKAGE

Contractor's Name: \_\_\_\_\_  
(Please print)

CITY OF SACRAMENTO  
SEALED PROPOSAL

Sealed Proposals will be received up to 2:00 PM on **August 20, 2014**, at the Sacramento City Clerk's public counter, New City Hall, 915 I Street, 5<sup>th</sup> Floor, Sacramento, California, and will be opened as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FLORIN CREEK R/W FENCE**  
**(PN: W14130403) (B15141321007)**

in the City and County of Sacramento, California.

The work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, at the following unit prices:

Item No.	Description	Quantity	Unit	Unit Price	Extended Amount
1	6-foot tall chain-link fence	2,720	LF	\$ _____	\$ _____
2	8-foot tall chain-link fence	1,360	LF	\$ _____	\$ _____
3	Side yard end posts	54	EA	\$ _____	\$ _____

TOTAL AMOUNT BID: \$ \_\_\_\_\_

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within five (5) days after the notice of award of said contract, and begin work within three (3) days after the Notice to Proceed has been issued.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **thirty (30) working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **Seven hundred (\$700.00) for each calendar day**, continuing to the time at

which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, the Specifications, and the other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is to be made. The City reserves the right to reject any and all bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$\_\_\_\_\_ not less than ten (10) percent of total amount bid.

\_\_\_ CERTIFIED CHECK

\_\_\_ MONEY ORDER

\_\_\_ CASHIERS'S CHECK

\_\_\_ BID BOND

<b><u>FOR CITY USE ONLY</u></b>
<b>TYPE OF DEPOSIT</b>
<input type="checkbox"/> Bid Bond
<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other_____
Reviewer's Initials: _____

Mark which, if any addendum have been issued and received: \_\_\_ #1; \_\_\_ #2; \_\_\_ #3; \_\_\_ #4; \_\_\_ #5.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Physical Address ONLY. No PO Box

\_\_\_\_\_ City STATE ZIIP Code

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email \_\_\_\_\_

(Federal Tax ID # or Social Security #): \_\_\_\_\_

Valid Contractor's License No. \_\_\_\_\_, Classification \_\_\_\_\_ is held by the bidder.

Expiration date \_\_\_\_\_.

Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

as Principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the Office of the City Clerk, 915 I Street, New City Hall, Sacramento, California 95814, by the due date of **August 20, 2014**, for the Work specifically described as:

**FLORIN CREEK R/W FENCE**  
(CIP: W14130403) (B15141321007)

NOW, THEREFORE, if the aforesaid Principal is awarded the Agreement and within the time and manner required under the Contract Documents, enters into a written Agreement, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF, We have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PRINCIPAL Seal

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY Seal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agent Name and Address

\_\_\_\_\_  
Agent Phone #

\_\_\_\_\_  
Surety Phone #

\_\_\_\_\_  
California License #

  
**City of SACRAMENTO**  
**Subcontractor and Local Business Enterprise (LBE)**  
**Participation Verification Form**  
**For Public Projects Over \$100,000**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. In addition, the bidder shall list any business entity used to attain the 5% LBE requirement. Estimated dollar values shall be provided for **all** work/services/supplies listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Bid Amount: \_\_\_\_\_ Is Prime Contractor a LBE? Yes \_\_\_ No \_\_\_ Total LBE Participation %: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name/Address/Contact Person/Telephone/Email	Sub-contractor license number	Indicate LBE (subject to verification)	Describe Exact Type of Work/Services/Supplies to be provided to complete contract	Estimated Dollar Value of Work/Services/Supplies to be Performed or Provided	Percentage of Prime Contract	For Office Use Only (calculation)

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. Additionally, I certify that I shall notify each business entity listed on this Form, in writing, if the award is granted to my firm, and I shall make all documentation relevant to subcontractor and LBE participation available to the City of Sacramento upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that the City will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Form Updated 2/3/2014

# DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

**EXCEPTION:**

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

\*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

**Effects of violations:** a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.

## MINIMUM QUALIFICATIONS QUESTIONNAIRE INFORMATION

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On August 20, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

**NOTICE:** For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to “your firm” shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding “your firm” refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm’s owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is “yes”, or if the firm submits a questionnaire that is not fully completed or contains false information.

**NOTE:** For Questions 6 thru 8, and Questions 10 thru 14, if there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to these questions.

1. Classification & Expiration Date(s) of California Contractor’s License Number(s) held by firm:  

---
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?  
 Yes                       No
3. Within the last five years, has a surety firm completed a contract on your firm’s behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?  
 Yes                       No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?  
 Yes                       No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?  
 Yes                       No
6. Answer either subsection A or B, as applicable:
  - A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?  
 Yes                       No                       Not applicable

**OR**

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

Yes  No  Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

Yes  No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

Yes  No

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes  No

**OR**

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

**NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as:  $(N/EH) \times 200,000$ , where**

**N** = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)  
**EH** = total hours worked by all employees during the calendar year  
**200,000** = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes  No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

Yes  No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

Yes  No

**MINIMUM QUALIFICATIONS QUESTIONNAIRE**

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

Yes  No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

Yes  No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

Yes  No

**VERIFICATION AND SIGNATURE**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at \_\_\_\_\_, on \_\_\_\_\_.  
(Location) (Date)

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity in the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

# NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE REQUIREMENTS

## INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

## APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

## DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

## **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment “A”), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment “B.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment “C.”

Attachment A  
**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
  - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits, the time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

- 8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento, Contract Services Unit, 915 I St., 2nd Floor, Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

## **NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

FOLLOWING FORMS  
ARE TO BE FILLED OUT AND SIGNED  
ONLY IF AWARDED THE CONTRACT

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

\_\_\_\_\_  
Bidder

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

### PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (example)

1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".
2. An individual doing business under his own name, sign: Your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".
4. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)

AGREEMENT  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification \_\_\_\_\_, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and \_\_\_\_\_ (“Contractor”).

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the “Contract,” consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

The Notice to Contractors  
The Proposal Form submitted by the Contractor  
The Instructions to Bidders  
The Local Business Enterprise (LBE) Requirements  
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance  
The City’s Reference Guide for Construction Contracts  
The Addenda, if any  
This Agreement  
The Standard Specifications  
The Special Provisions  
The Plans and Technical Specifications  
The drawings and other data and all developments thereof prepared by City pursuant to the Contract  
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the “Standard Specifications” shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

**FLORIN CREEK R/W FENCE (CIP No. W14130403)**

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **thirty (30) working days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to

final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in

various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **seven hundred dollars (\$700.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

## 16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising

from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

#### 17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

#### 18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

#### 19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

##### (A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

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

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.**

**CONTRACTOR**

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
State ID#

\_\_\_\_\_  
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (*check one*):

\_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other (*please specify:* \_\_\_\_\_)

**CITY OF SACRAMENTO**

a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_

For: \_\_\_\_\_

City Manager

Original Approved As To Form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**CITY OF SACRAMENTO**  
**PERFORMANCE BOND**  
Department of Utilities

**Bond #:** \_\_\_\_\_  
**Premium:** \_\_\_\_\_

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City has conditionally awarded to *(here insert full name and address of Contractor)*:

as principal, hereinafter called Contractor, an agreement for construction of:

**FLORIN CREEK R/W FENCE**  
**(CIP: W14130403) (B15141321007)**

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefore, which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract; and

**WHEREAS**, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we the Contractor and *(here insert full name and address of Surety)*:

\_\_\_\_\_, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then this obligation shall be null and void; otherwise shall be and remain in full force and effect. This obligation shall remain in full force and effect until (1) the date that the Contractor no longer has any remaining obligation of performance under the Contract, or (2) the date that is one year after the date that the work to be performed under the Contract is accepted as complete by the City, whichever occurs later.

As part of the obligation secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety.  
SIGNED AND SEALED on \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Contractor) (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

Agent Name and Address \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Agent Phone # \_\_\_\_\_

Surety Phone # \_\_\_\_\_

California License # \_\_\_\_\_

Surety Email: \_\_\_\_\_

**CITY OF SACRAMENTO**  
**PAYMENT BOND**  
Department of Utilities

Bond No: \_\_\_\_\_  
Premium: \_\_\_\_\_

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:

hereinafter called Contractor, a contract for construction of:

**FLORIN CREEK R/W FENCE**  
**(CIP: W14130403) (B15141321007)**

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

**WHEREAS**, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*):

\_\_\_\_\_, a corporation a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety.  
SIGNED AND SEALED on \_\_\_\_\_ 2014.

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Agent Name and Address \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_  
Surety Email: \_\_\_\_\_

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS  
PROJECTS

See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# 2014 Withholding Exemption Certificate

**590**

The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name \_\_\_\_\_

**Payee**

Name \_\_\_\_\_

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.) \_\_\_\_\_

City (If you have a foreign address, see instructions.) \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

## SECTION 01105

### GENERAL INFORMATION AND REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. The Project involves installation of new chain-link fence along the Florin Creek right-of-way (R/W). In the spring of next year, the Corps of Engineers (COE) will be constructing creek channel improvements. There is an existing fence near the top of bank that is not on the actual property R/W line that will be removed as part of the COE project. A new R/W fence is to be installed this Project to provide better access along the creek for construction and maintenance operations. Work includes, but is not limited to, coordinating access and material deliveries for this work with others who will also be working somewhat concurrently in the narrow work space between the R/W and top of bank along this reach of Florin Creek; installing new line, corner, brace and pull posts with concrete footings; installing new top and bottom tension wires; installing new chain-link fence fabric with vinyl privacy slats; and construction of all associated appurtenances as necessary for a complete, in-place secure R/W fence project. Due to environmental considerations, unless otherwise approved, all fence work shall be completed before October 31<sup>st</sup>.
- B. When complete, the intent is to have a full 6-foot high chain-link fence along the R/W line when viewed from the creek side, with the fence top at a nominal uniform height. The existing ground surface at some locations along the R/W line, as shown on available cross sections, drops off relatively steeply (1'-2') below the top of bank level. In these locations, the contractor is to install the taller new 8-foot chain-link R/W fence.
- C. City of Sacramento Dept. of Utilities (DOU) staff plan to start clearing operations to remove vegetation, and abandoned facilities between the R/W and existing fence along the creek around September 8<sup>th</sup>. Clearing work is planned to start at the eastern end of the fence Project. Clearing is anticipated to progress at the rate of 200 to 300 lineal feet per day. At the end of each day, unless operation plans change, DOU staff will install a temporary 6-foot tall vinyl mesh fence on driven T-type posts along the R/W line cleared that day. DOU staff will provide temporary bracing of side yard fences. Unless otherwise approved, chain-link fence installed this contract shall closely follow behind DOU clearing operations such that the new chain-link fence is up and completely secures each individual parcel no more than five calendar days after initial installation of the corresponding length of temporary vinyl mesh fence. Contractor shall install new fence end posts to match existing fence type at each side yard fence location, and attach the remaining side yard fence to each new end post. In order to facilitate construction, and if practicable, consideration will be given to having the fence contractor install the permanent R/W posts concurrent with clearing operations so that the temporary vinyl mesh fence can be strung on the permanent R/W fence line posts. DOU staff will remove the temporary vinyl mesh fence for re-use elsewhere on the project, but Contractor will be allowed to remove the vinyl mesh fence, if so requested and if reasonable care is exercised to allow re-use.

- D. Starting approximately September 15<sup>th</sup>, the COE is scheduled to have a separate contractor also working along this same length of Florin Creek removing some 60 large existing trees located on or very near to the existing top of bank fence. In late September, CalAm Water Company will begin removal of their abandoned existing waterlines along the north side of the creek east of Center Parkway, and across the creek at the eastern end of the fence Project.
- E. All equipment and materials furnished shall be new.
- F. Work shall be confined to the creek right-of-way, unless Contractor makes alternative arrangements with adjacent private property owners.

## 1.02 GOVERNING DOCUMENTS

- A. All work performed under this Contract shall be in accordance with the following:
  - 1. Sealed Proposal
  - 2. Agreement
  - 3. Project Technical Specifications and Special Provisions.
  - 4. City of Sacramento Standard Specifications, June 2007 and all addenda (hereinafter CSSS).
  - 5. All applicable right-of-entry agreements.
- B. In the event of a conflict in the Contract Documents, priorities as set forth in CSSS Section 5-3 shall govern.
- C. Except for items of work specifically identified for payment in the proposal, no compensation will be paid to the Contractor for performance of these or any other general Contract requirements. Include the cost of all general Contract performance requirements in whatever proposal item is considered appropriate.

## 1.03 ITEMS OF THE PROPOSAL

- A. Payment for Contract work will be made on a unit price basis, as indicated in the proposal, for the following items of work:

**Item No. 1:** 6-foot tall chain-link fence, measured and paid for on the basis of the installed lineal feet, shall include mobilization; materials; labor; coordination activities; and construction of all associated appurtenances as necessary for a complete, in-place secure 6-foot tall chain-link R/W fence with vinyl privacy slats.

**Item No. 2:** 8-foot tall chain-link fence, measured and paid for on the basis of the installed lineal feet, shall include mobilization; materials; labor; coordination activities; and construction of all associated appurtenances as necessary for a complete, in-place secure 8-foot tall chain-link R/W fence with vinyl privacy slats.

**Item No. 3:** Side Yard End Posts, measured and paid for on the basis of each, shall include all materials; labor; coordination activities; and construction as necessary to remove temporary bracing installed by DOU clearing staff to support side yard fencing to remain, and to install a new post that matches the side yard fence material type, complete in-place. Use appropriate fasteners to attach the remaining side yard fence to the new post, and embed the new end post in a concrete footing

with at least 30 inches of embedment in the ground. Maximum gap between the new end post and chain-link R/W fence with vinyl privacy slats shall not exceed 4-inches.

- B. Progress Payments shall be made as provided for in the Agreement, and in CSSS, Section 8.

#### **1.04 DEFINITIONS**

- A. For definitions not found herein, refer to CSSS, Section 1.
- B. "Calendar Day" shall mean every day shown on the calendar, Sundays and holidays included.
- C. "Drawings" shall mean the "Plans".
- D. "Provide" shall mean furnish and install, in accordance with the drawings.

#### **1.05 CITY FURNISHED PLANS AND SPECIFICATIONS**

- A. Per CSSS Section 5-4, City will provide Contractor with 5 sets of the Contract Documents, and 5 sets of the plans on 22"x34" bond paper.

#### **1.06 REFERENCE STANDARDS**

- A. The publications referred to hereinafter form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.
- B. Reference organization addresses included at the end of this section are for informational purposes only.

#### **1.07 SUBMITTALS**

- A. Conform to CSSS Section 5-7 and the requirements herein for all submittals. **Provide an electronic e-mailed pdf copy (Adobe's Portable Document Format).** Electronic copies larger than 20 megabytes shall be submitted on a CD or "thumbdrive". Submit 24-hour contact info for the project superintendent.

### **PART 2 - PRODUCTS**

#### **2.01 CONSTRUCTION SCHEDULE**

- A. Submit a Construction Schedule in general conformance with CSSS Section 7-2. Schedule shall indicate the chronological sequence in which Contractor proposes to carry out each aspect of the work, the calendar dates on which the Contractor will begin the several salient elements of the work (procurement and delivery of materials, and the contemplated dates for completing said elements of work.
- B. Schedule shall use the critical path method in bar chart form.
- C. Contractor shall contact the Engineer at least forty-eight (48) hours in advance of any change in the schedule. If the Contractor desires to make a major change in his method or operations after commencing construction, or if the activity time schedule

fails to reflect the actual progress of the work, Contractor shall submit a revised schedule to the Engineer in advance of beginning revised operations.

- D. Schedule shall be consistent in all respects with the Contract time of completion and order of work requirements. No progress payments will be made until a suitable schedule has been submitted to and approved by the Engineer.

### **PART 3 - EXECUTION**

#### **3.01 CONTRACTOR COMMUNICATIONS**

- A. All official communication between the Contractor and the City of Sacramento shall be made through the Engineer.
- B. Contractor shall be responsible for scheduling.

#### **3.02 CONSTRUCTION SURVEYS**

- A. CSSS Section 5-5 does not apply to this project. City survey crews have determined offset distances from the existing fence near the top of bank to the actual R/W line at each property line transverse to the creek. Unless otherwise directed or approved, DOU clearing crew(s) and Contractor shall utilize these offset distances to determine straight line chord alignments for the R/W.
- B. Longitudinal locations of 6-foot and 8-foot tall fence shown on the layout plans are approximate. Coordinate actual transition locations with the Engineer during construction.

#### **3.03 PUBLIC SAFETY, CONVENIENCE, AND MAINTENANCE OF TRAFFIC**

- A. Contractor's attention is directed to CSSS Sections 6-6, 6-7, 6-8, 6-9 & 7-4.
- B. Contractor shall be responsible for public safety at all times.
- C. Construction shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

#### **3.04 EXISTING UTILITIES**

- A. Refer to and conform to CSSS Section 6-19. The location, alignment, and depth of existing underground utilities are not shown on the Plans. Contractor shall contact Underground Service Alert in advance of excavating for fence posts.

#### **3.05 CONSTRUCTION INSPECTIONS**

- A. Conform to CSSS, Sections 5-19 and 5-20.

#### **3.06 EROSION, SEDIMENT, AND POLLUTION CONTROL**

- A. Conform to CSSS, Section 16-3.

**\*\* END OF SECTION \*\***

## SECTION 01310

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Description of Work: Conduct and attend all project conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work, and other matters of common interest, as required.

#### PART 2 - PRODUCTS

##### 2.01 PRECONSTRUCTION MEETING

A. Purpose

1. To designate responsible personnel and establish working understanding between parties
2. Status of insurance and bonds
3. Construction schedule and critical work sequences
4. Shop drawings and other submittals
5. Cost breakdown of major lump sum items
6. Field decisions and change orders
7. Maintaining record documents
8. Processing of submittals and applications for payment
9. Scope of work
10. Existing conditions
11. Equipment deliveries and priorities
12. All other essential matters pertaining to the satisfactory completion of the Project as required.

B. Attendance

1. The contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors. Other attendees shall be:
  - a. Representatives of the City
  - b. Utility company representatives, as appropriate
  - c. Others as requested by the Contractor or City

2. The Engineer will preside at the pre-construction conference and will arrange for keeping and distributing the minutes to all persons in attendance. Contractor shall plan on the conference taking no less than one hour.

C. Requirements

1. Once a fully executed contract is received and prior to the commencement of work, the Engineer will schedule and chair a pre-construction conference to be held at the office of the Engineer.
2. Prior to the pre-construction conference, the Engineer will develop the agenda for the meeting and meet with the project manager to review the agenda.
3. Notes of the conference will be maintained by the Engineer. After the meeting, the Engineer will transcribe the minutes of the meeting and discuss any issues that were raised.
4. Contractor shall submit the following items to the Engineer at the preconstruction conference:
  - a. A preliminary schedule of shop drawings, samples and proposed substitutes ("or equal")
  - b. A 30-day plan of operations

## **2.02 WEEKLY TAILGATE SAFETY MEETINGS**

A. Purpose

1. Unless otherwise approved by the Engineer, Contractor shall hold weekly safety meetings with the Contractor's and Subcontractor's employees to discuss safety on the job. City attendance is not required.

## **2.03 OTHER MEETINGS**

- A. The City and/or Contractor may request attendance at other at meetings as considered appropriate.

## **PART 3 - EXECUTION**

NOT USED

**\*\* END OF SECTION \*\***

**SECTION 01770**  
**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Requirements Include:
1. Closeout Procedures.
  2. Final Cleaning.
  3. Record Drawings.

**1.02 SUBMITTALS**

- A. Submittals shall include the following:
1. Record Drawings

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 CLOSEOUT PROCEDURES**

- A. When Contractor notifies the Engineer that the project has been completed, the Engineer shall perform an initial walk through and note any deficient work items.
- B. After Contractor corrects any noted deficiencies, Engineer will schedule a final walk through with the City's Operation and Maintenance personnel. At the final walk through, a punchlist will be developed and submitted to the Contractor.
- C. Contractor shall notify the Engineer when all punchlist items have been completed. The Engineer will then inspect the work. If the work is completed to the satisfaction of the Engineer, and if as-built drawings have been submitted, then a completion report will be issued.

**3.02 FINAL CLEANING**

- A. Remove surplus materials, rubbish, and temporary construction facilities prior to final walk through.

**3.03 RECORD DRAWINGS**

- A. Conform to CSSS Section 5-8.

**\*\* END OF SECTION \*\***

**SECTION 02820**  
**CHAIN LINK R/W FENCES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Except as otherwise modified herein, Chain Link Fence work shall comply with CSSS Section 31. Contractor shall furnish all labor, materials, equipment and incidentals necessary to install new posts and chain link fabric where indicated on the plans or otherwise called for.
- B. Unless otherwise approved, all new chain-link R/W fence shall be fabricated with zinc-coated, 9 gauge, 3½ x 5½ inch diamond mesh fabric with factory installed redwood colored vinyl privacy slats in accordance with CSSS Section 31-3. Install the new fence with top and bottom 7-gauge galvanized coil spring wire. Barbed wire tops and top fence rails are not required.

**1.02 REFERENCE PUBLICATIONS**

- A. The publications referred to hereinafter form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.
  - 1. Chain Link Fence Manufacturers Institute (CLFMI) Product Manual.
  - 2. Caltrans (CA Dept of Transportation) specifications, Section 80.
  - 3. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.

**1.03 SUBMITTALS**

- A. Submit the following for approval, in accordance with CSSS Section 5-7:
  - 1. Catalog cuts for new fence materials.
  - 2. Certification reports for concrete.

**PART 2 - PRODUCTS**

**2.01 CHAIN LINK MATERIALS**

- A. Conform to CSSS Section 10-38 and Section 31, except as modified herein. For associated items not otherwise specified, conform to Caltrans Section 80, and/or the requirements for Standard Industrial Chain-Link fence in accordance with the CLFMI Product Manual and ASTM F 567.

**PART 3 - EXECUTION**

**3.01 CHAIN LINK INSTALLATION**

- A. Chain link fence shall be constructed as shown on the Plans and in accordance with

City Standard Detail T-90 and CSSS Section 31, except as modified herein. Install the new fence with top and bottom 7-gauge galvanized coil spring wire. Top rails are not required. Install fence fabric on the side of the posts away from the creek.

- B. Prepare the R/W grade ahead of post installation, and remove surface irregularities that will interfere with installation of the fence. Set new post to within 6 inches from bottom of concrete footing. Set top of footing at post 2 inches above finished grade. Slope top of concrete for water runoff.
- D. Unless otherwise approved, fabric is to be fastened to line posts with 9 gauge galvanized tie wires, and to tension wires with 9 gauge hog rings spaced approximately fourteen inches (14") apart.
- E. Position bottom of fabric to within 2 inches above finished grade, unless otherwise directed or approved.
- F. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- G. Contractor shall take appropriate measures, including installation of intermediate end posts or making biased cuts if appropriate, to maintain apparent verticality of the privacy slats. Vertical slat alignment shall not be off plumb by more than six (6) inches in six (6) feet.
- H. Contractor shall clean the job of excess fence related material and debris, and scatter material from the posthole excavations uniformly away from the posts.

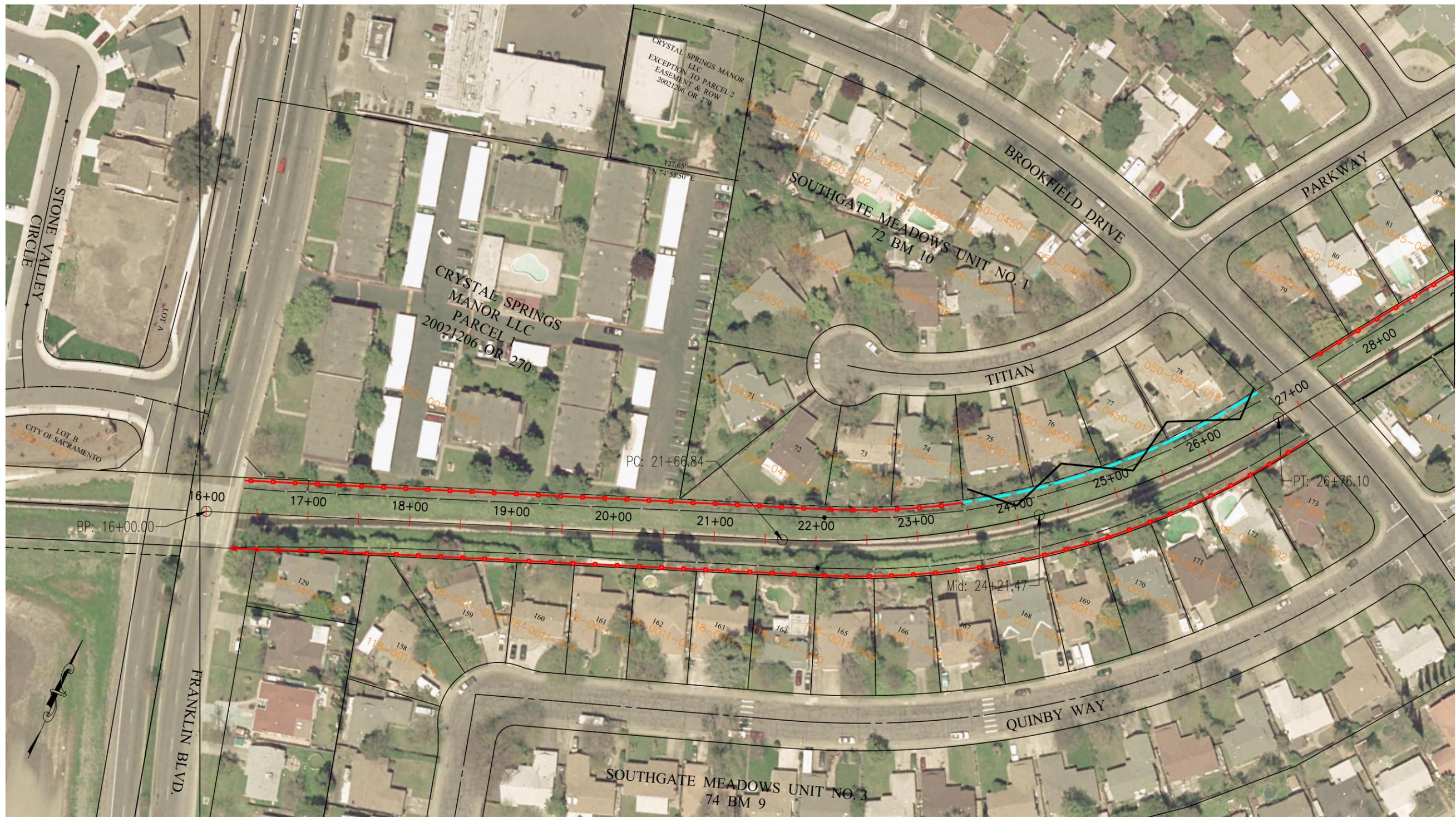
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# PLANS



**Location Map: Florin Creek R/W Fence Project**

**Sacramento, CA 95823**



MATCH LINE 28+75  
SEE DWG C-2

LEGEND

-  PROPOSED 8' FENCE
-  PROPOSED 6' FENCE

PN: W14130403

NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION:	ELEV.

FIELD BOOK

**CITY OF SACRAMENTO**  
**DEPARTMENT OF UTILITIES**

SCALE: 1"=100'

ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

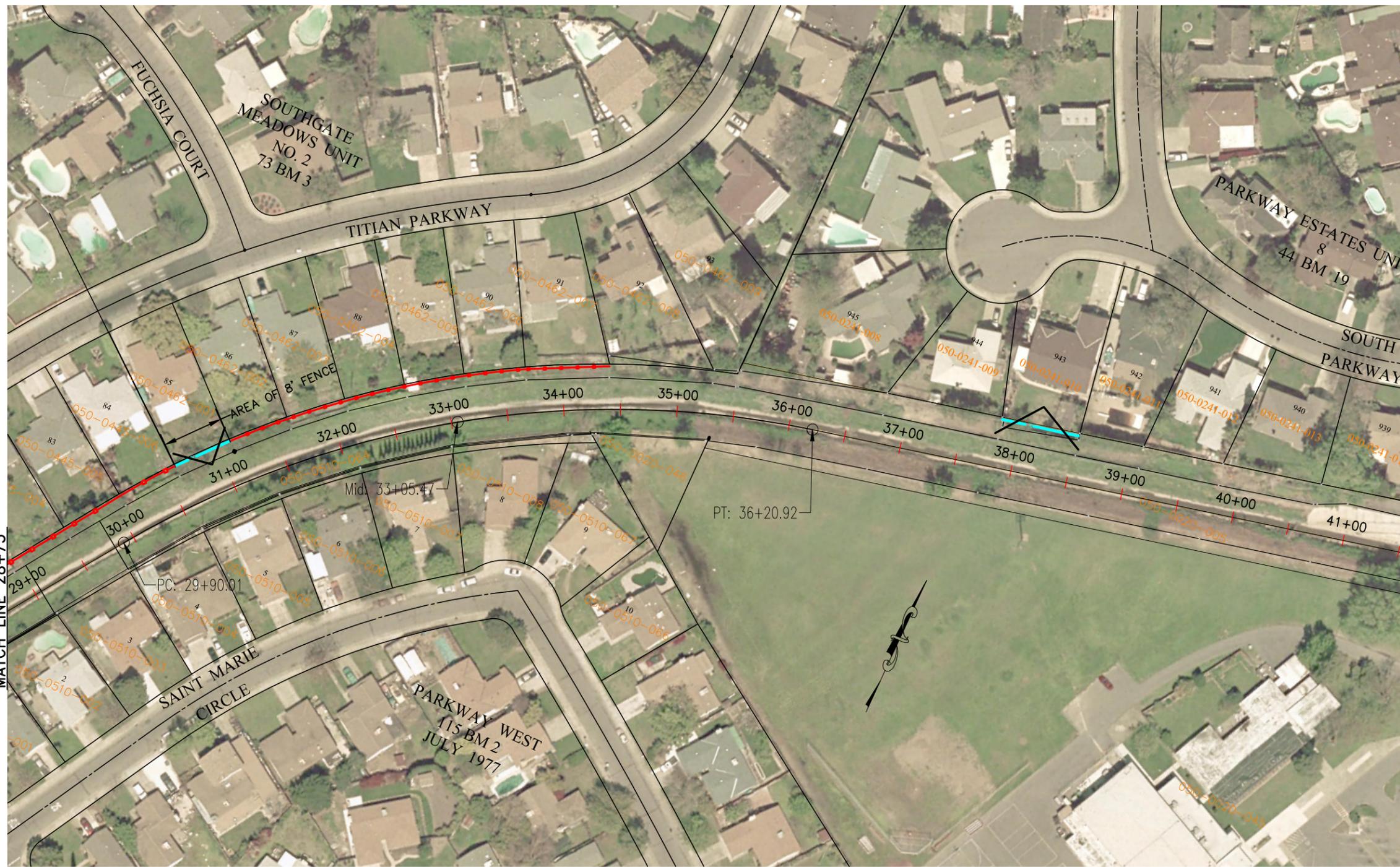
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DATE: 7-23-14	R.C.E. NO. C31326 DATE: 7-23-14	R.C.E. NO. C31326 DATE: 7-23-14



IMPROVEMENT PLANS FOR:  
**FLORIN CREEK**  
R/W FENCE  
STA. 16+00 TO 28+75

GIS GRID NO. 0018-19, TT19	DWG. NO. C-1
PN: W14130403	SHEET 3

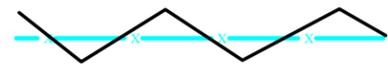
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SEE DWG C-1  
MATCH LINE 28+75

MATCH LINE 41+50  
SEE DWG C-3

LEGEND

-  PROPOSED 8' FENCE
-  PROPOSED 6' FENCE

PN: W14130403

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	FIELD BOOK
DESCRIPTION:		

SCALE:	1" = 100'
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V:	N/A

**CITY OF SACRAMENTO**  
**DEPARTMENT OF UTILITIES**

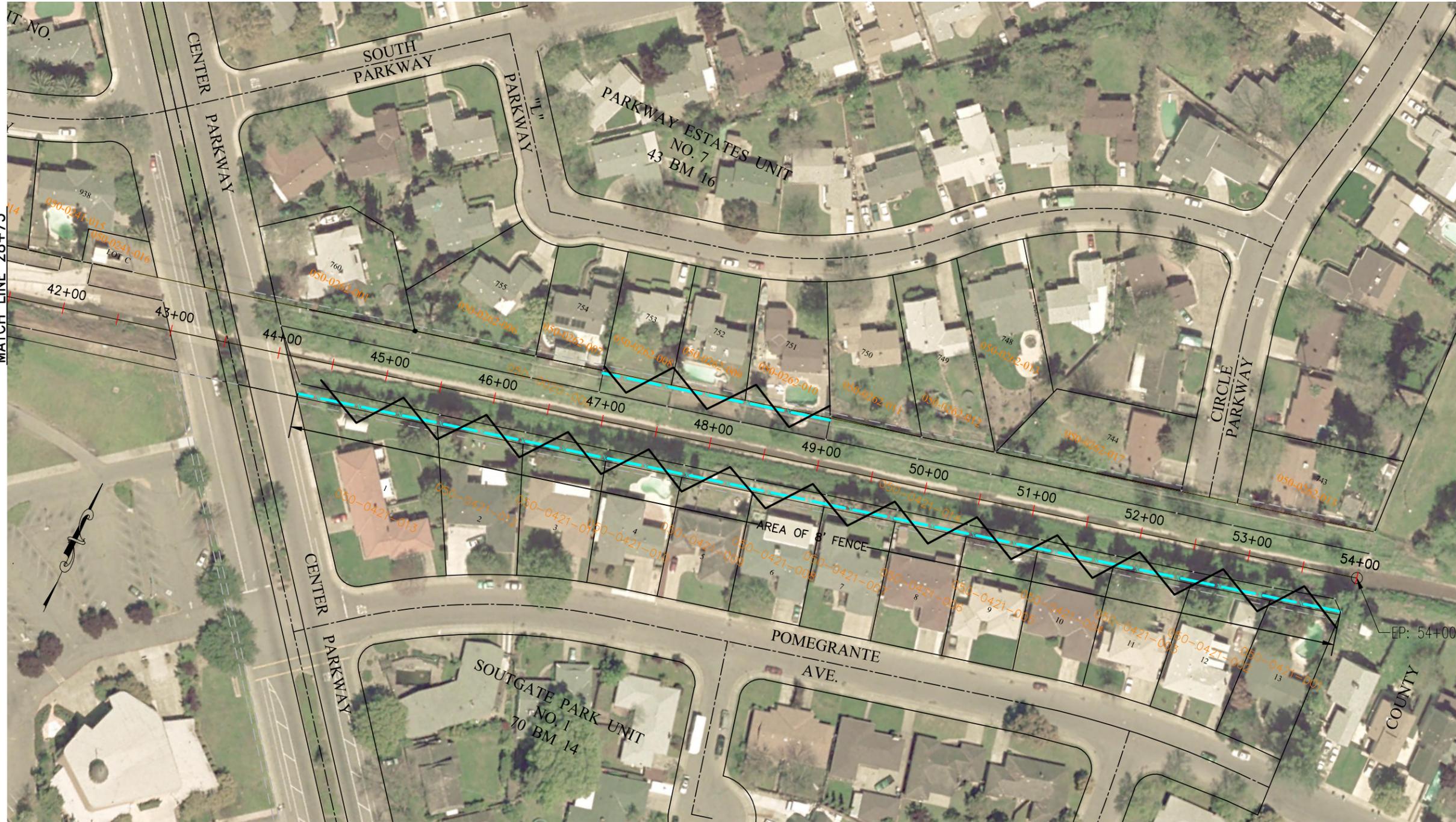
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IMPROVEMENT PLANS FOR:  
**FLORIN CREEK**  
R/W FENCE  
STA. 28+75 TO 41+50

GIS GRID NO. 0018-19, TT19	DWG. NO. C-2
PN: W14130403	SHEET 96 of 204
	3

PN: W14130403



SEE DWG C-1  
MATCH LINE 28+75

LEGEND

-  PROPOSED 8' FENCE
-  PROPOSED 6' FENCE

PN: W14130403

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	FIELD BOOK
DESCRIPTION:		

SCALE:
H: 1"=100'
V: N/A

**CITY OF SACRAMENTO**  
**DEPARTMENT OF UTILITIES**

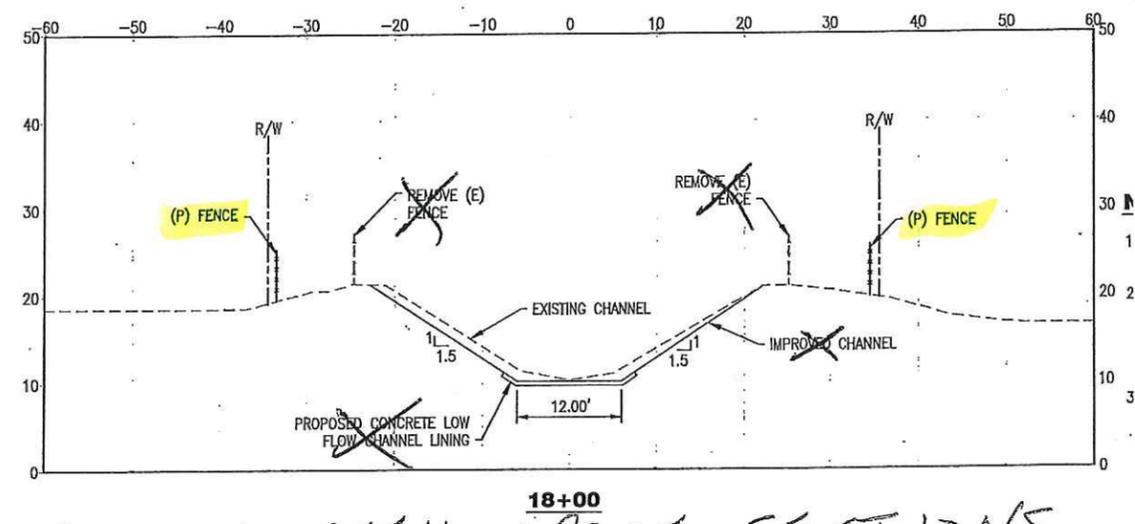
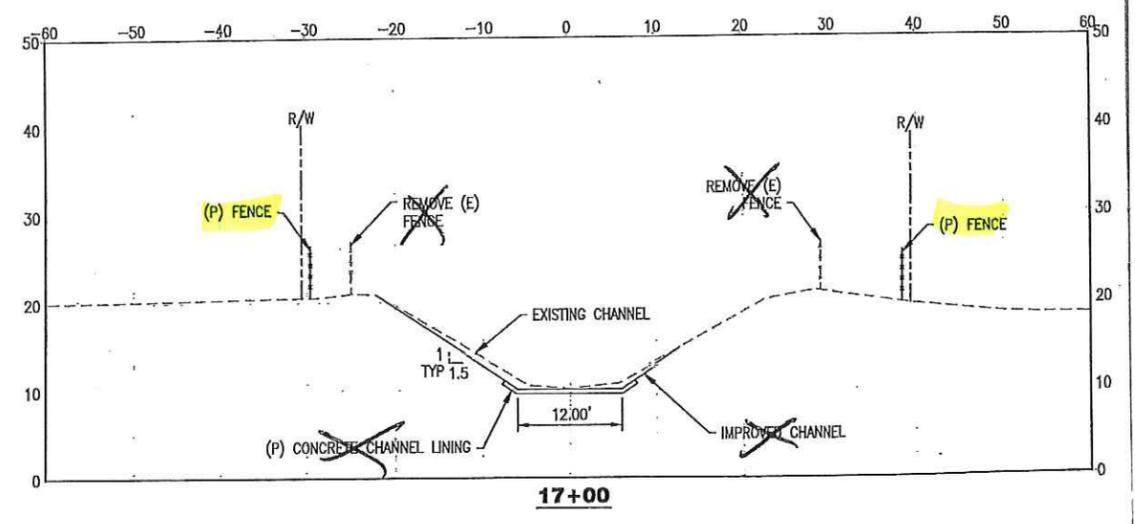
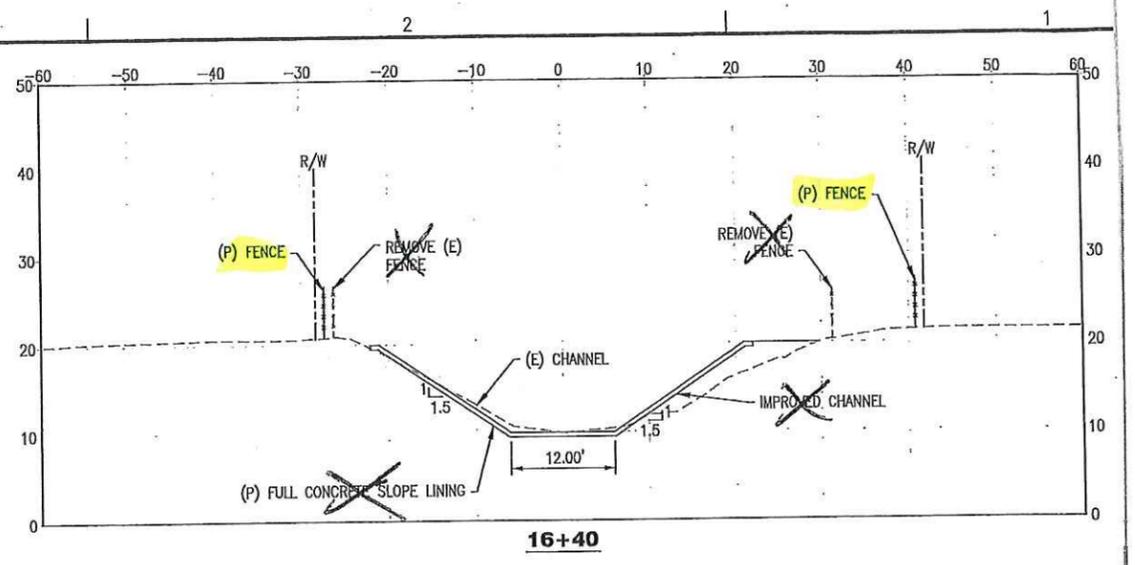
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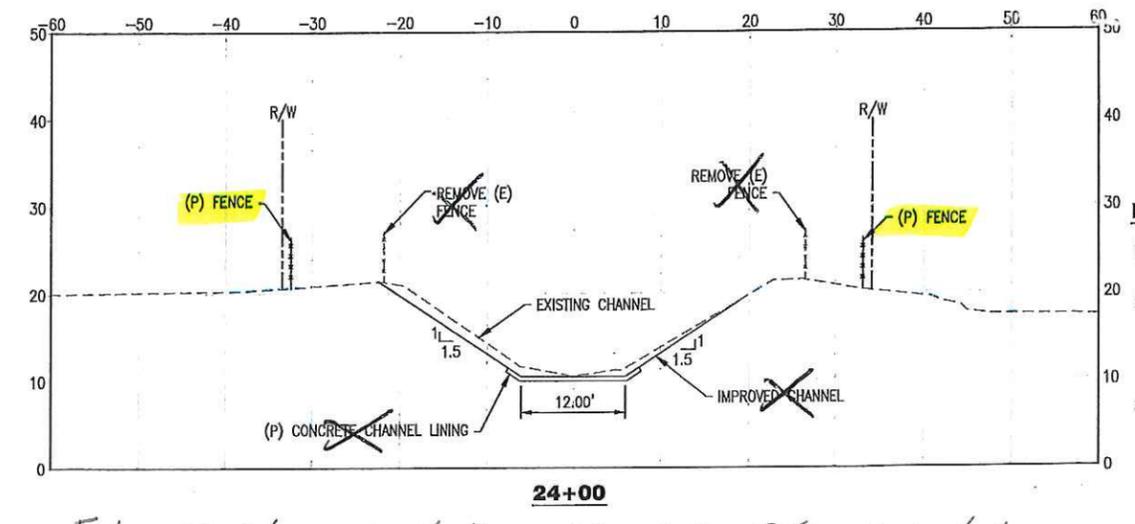
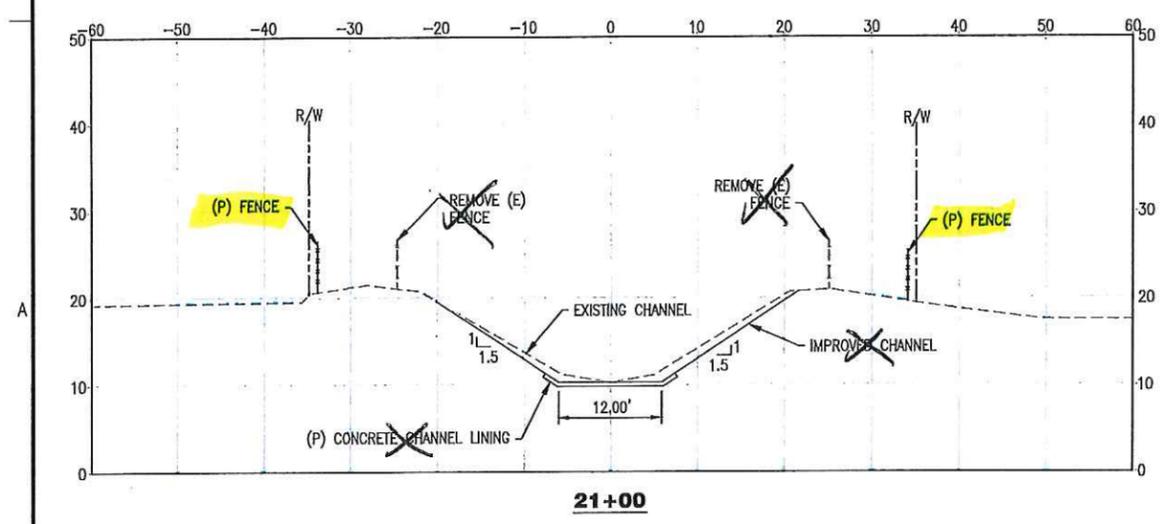
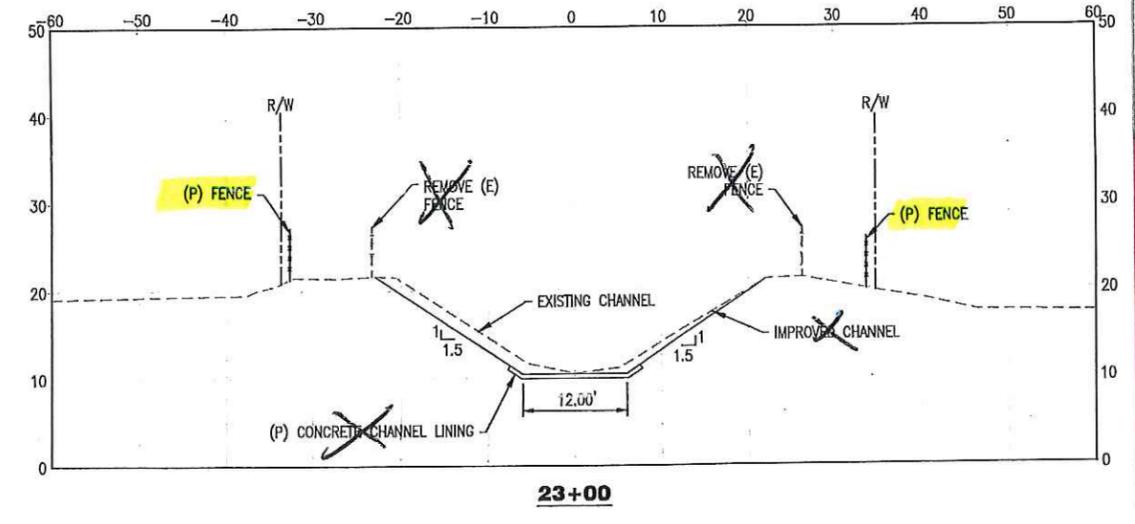
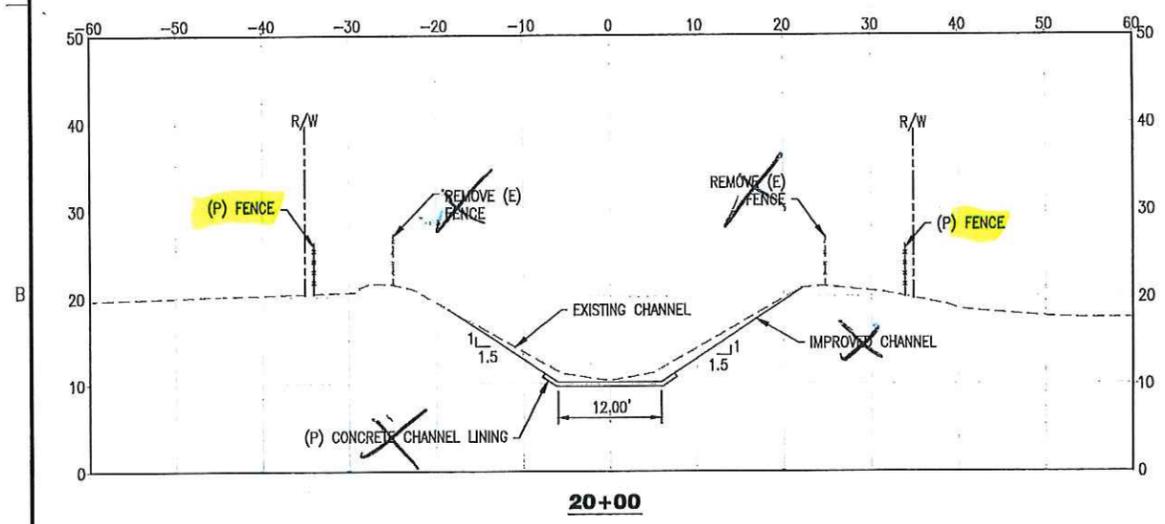
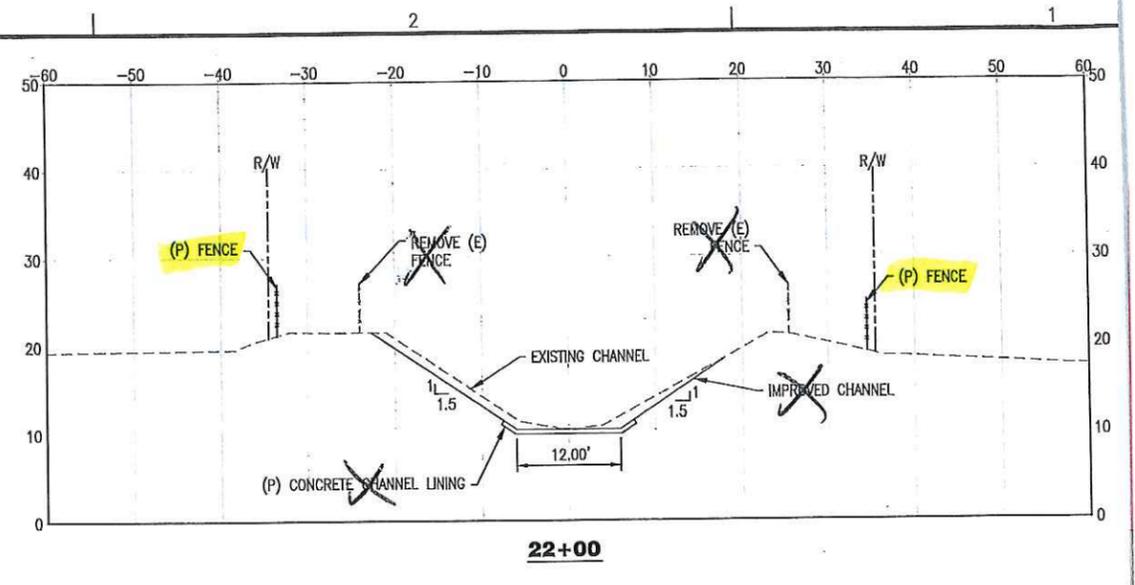
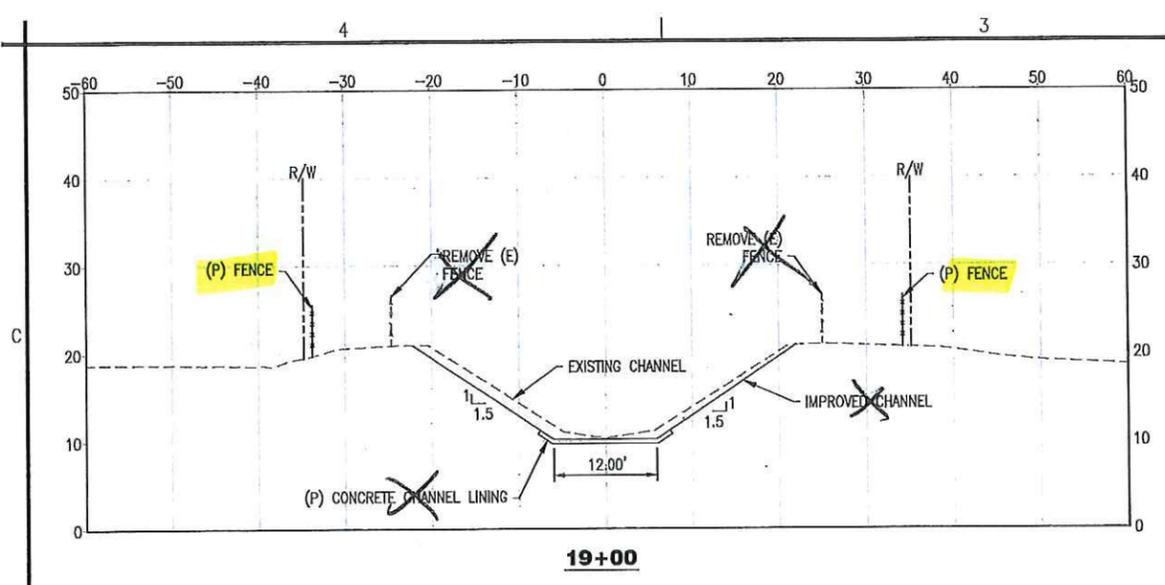
IMPROVEMENT PLANS FOR:  
**FLORIN CREEK**  
**R/W FENCE**  
**STA. 41+50 TO 54+00**

GIS GRID NO. JUT18-19, TT19	DWG. NO. C-3
PN: W14130403	SHEET 3 OF 3

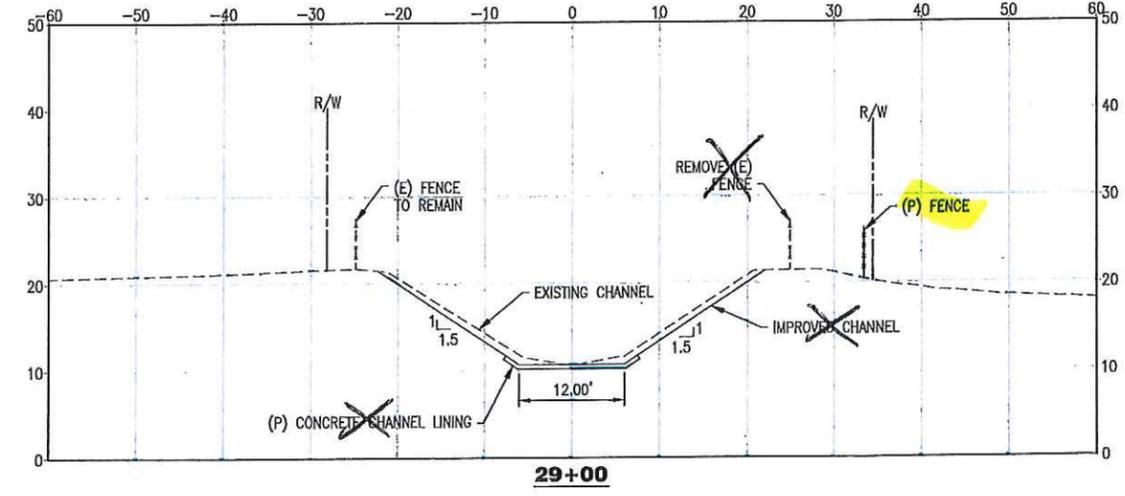
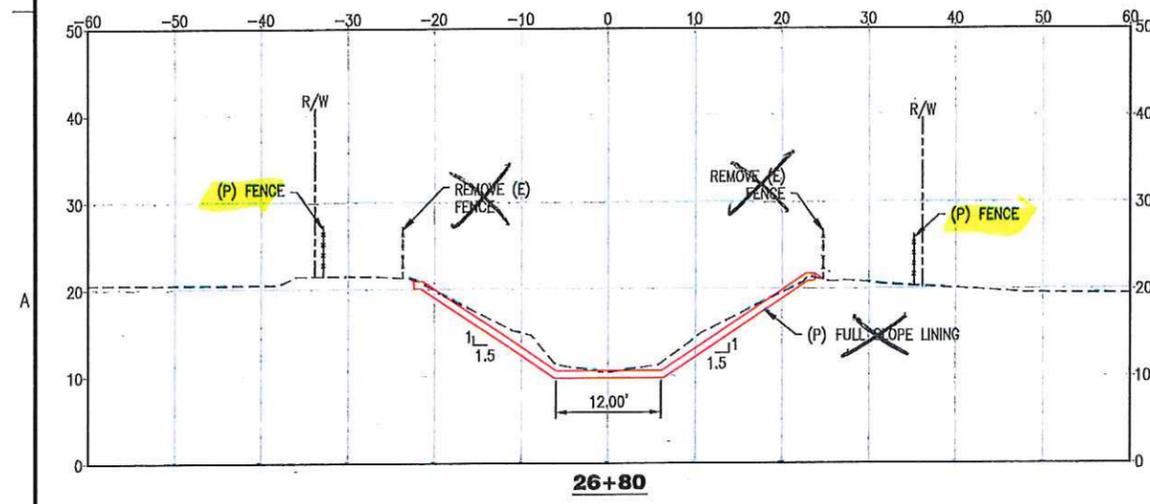
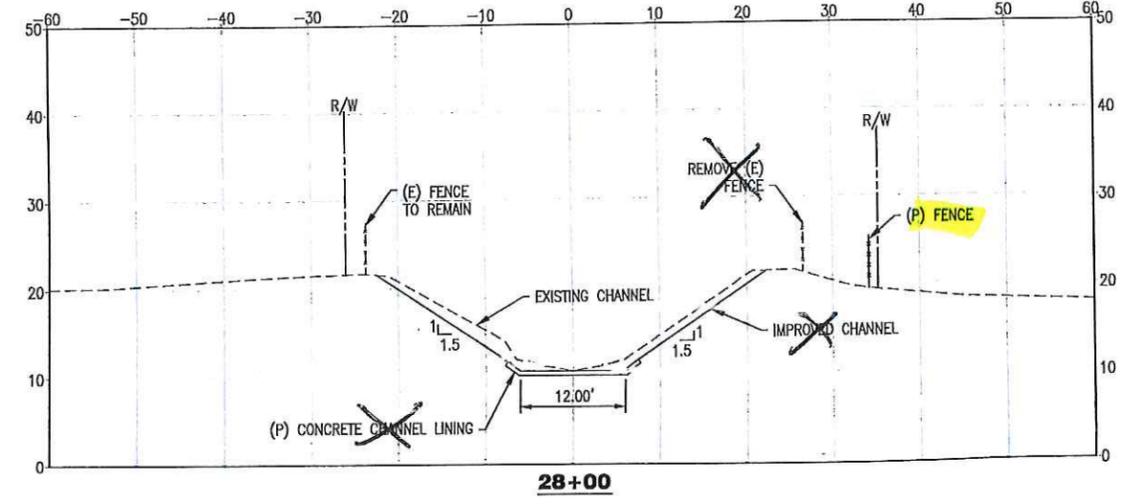
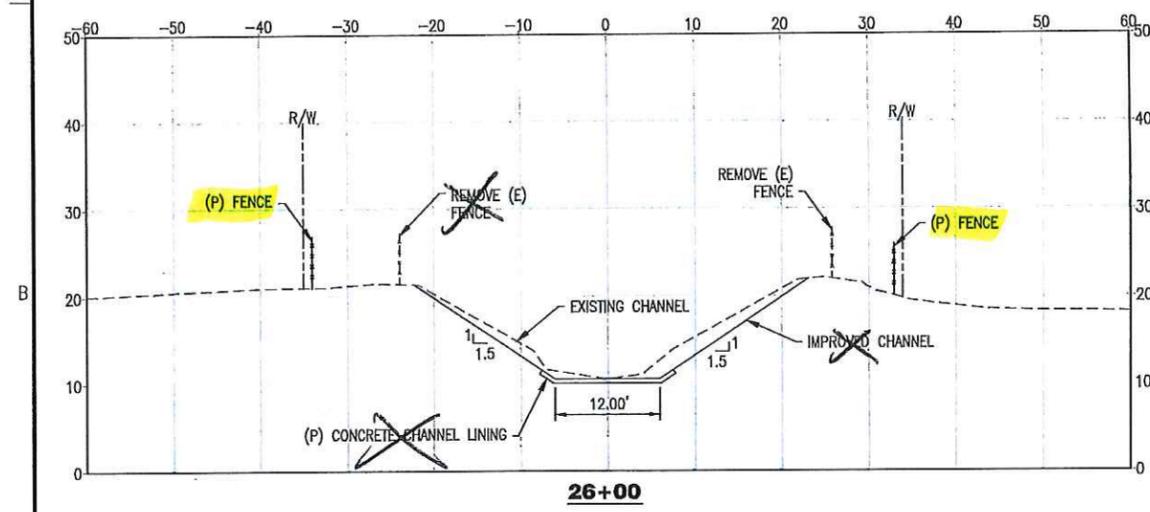
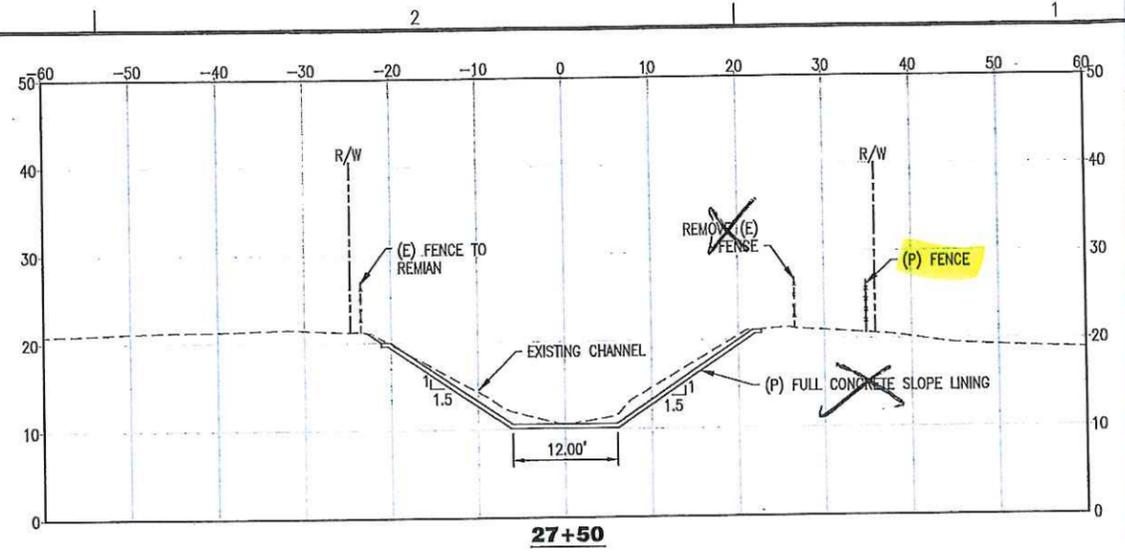
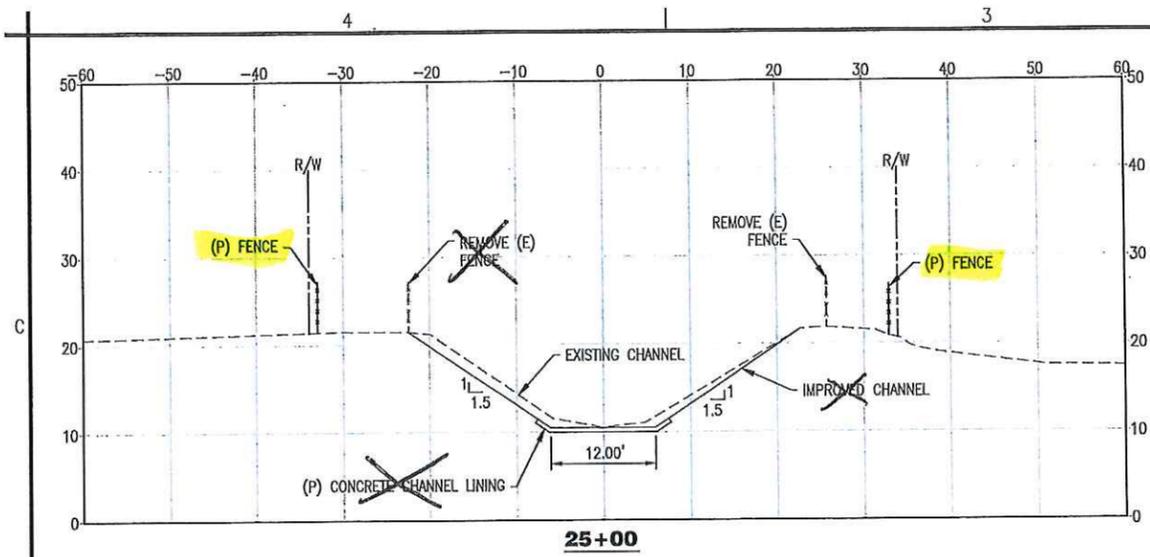
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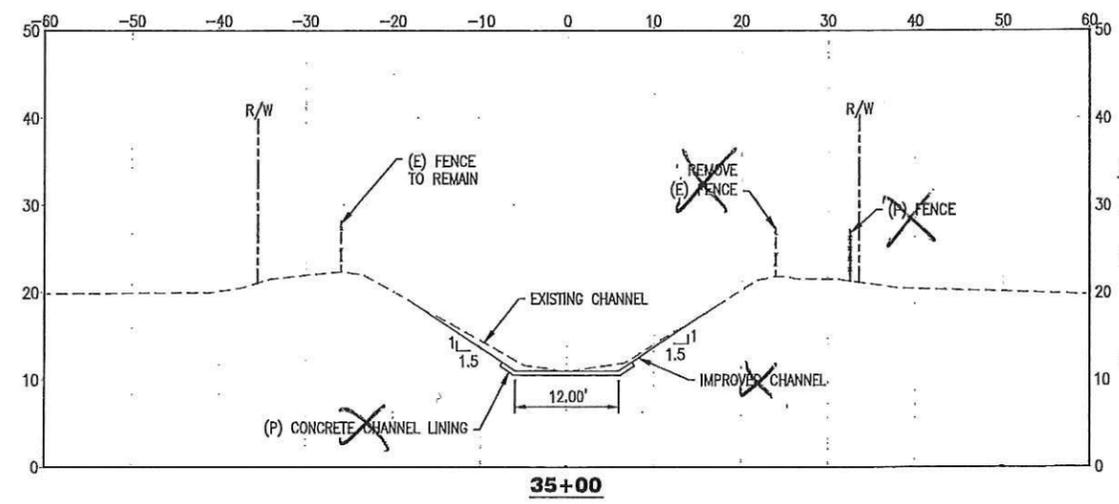
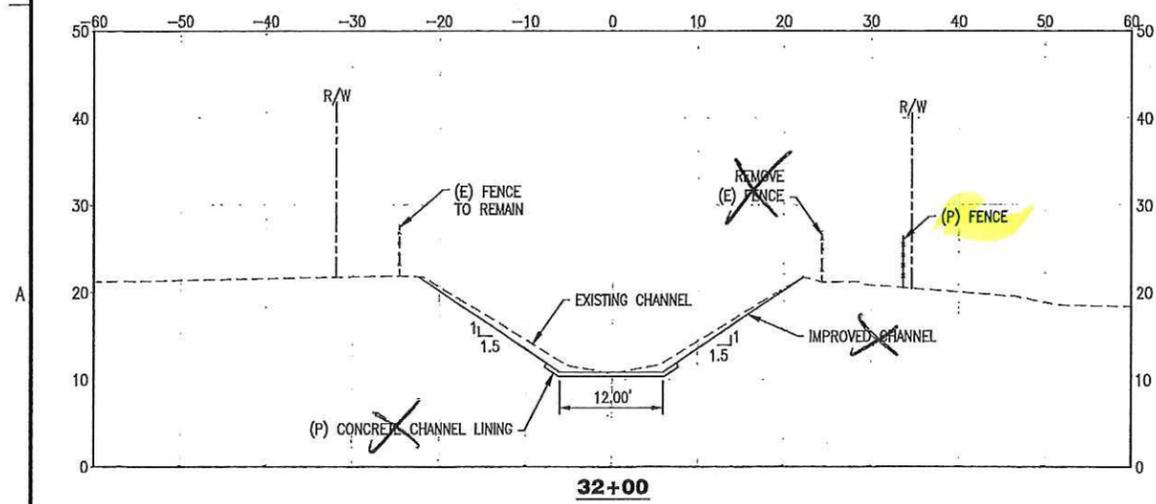
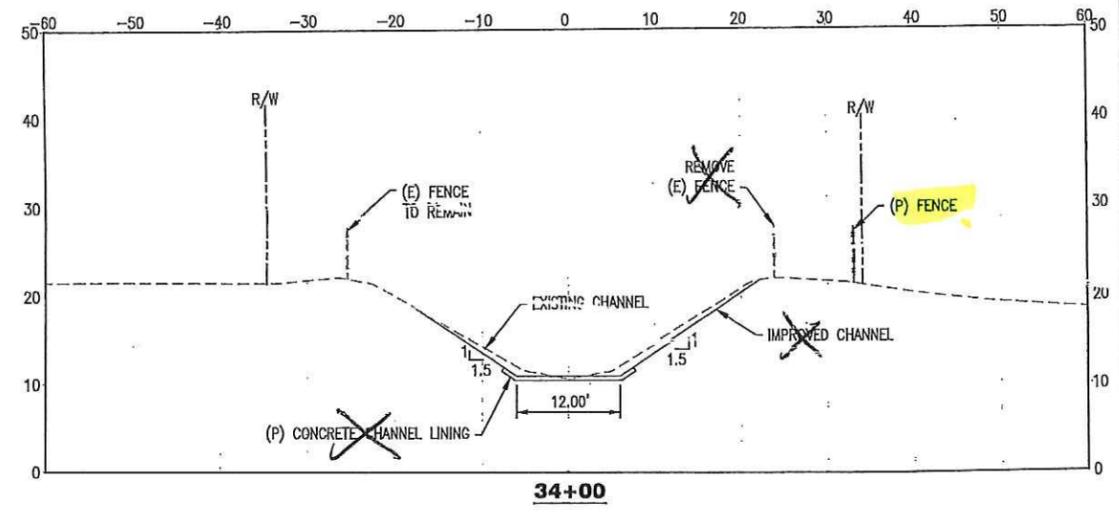
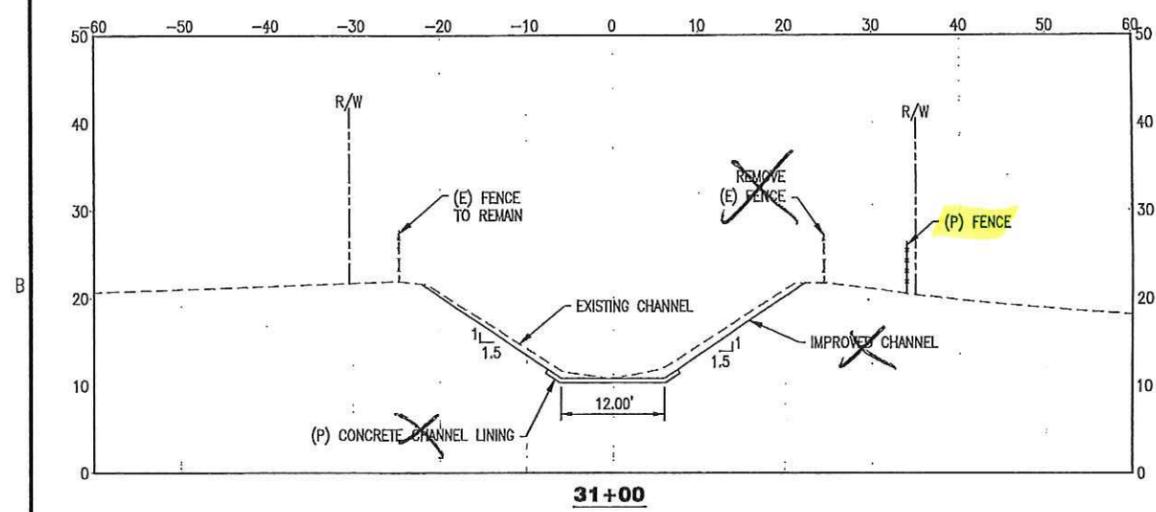
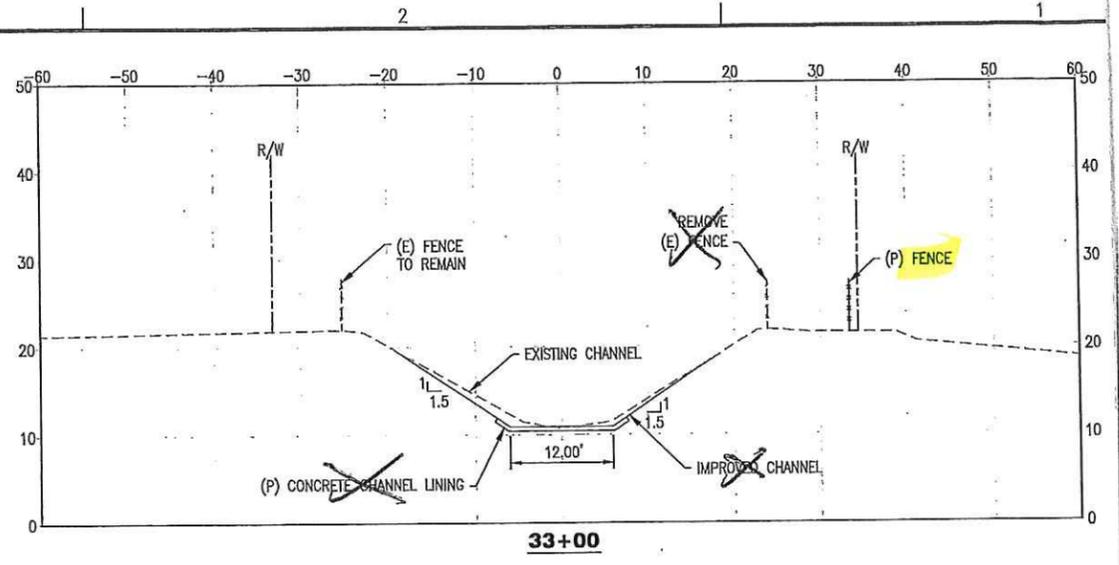
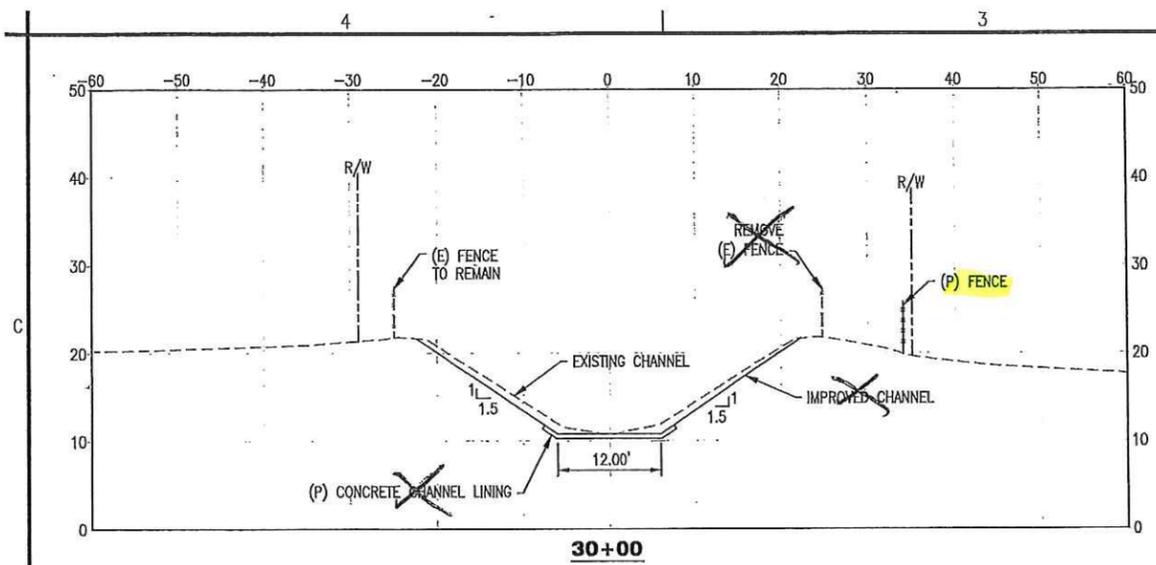
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 FLORIN CREEK CROSS SECTIONS  
 Looking Downstream 1 of 7



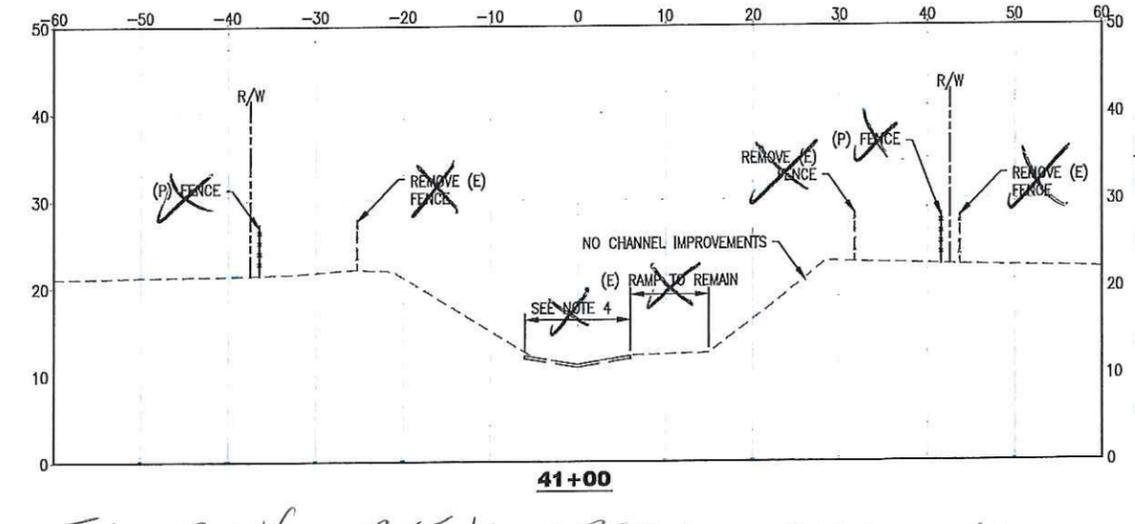
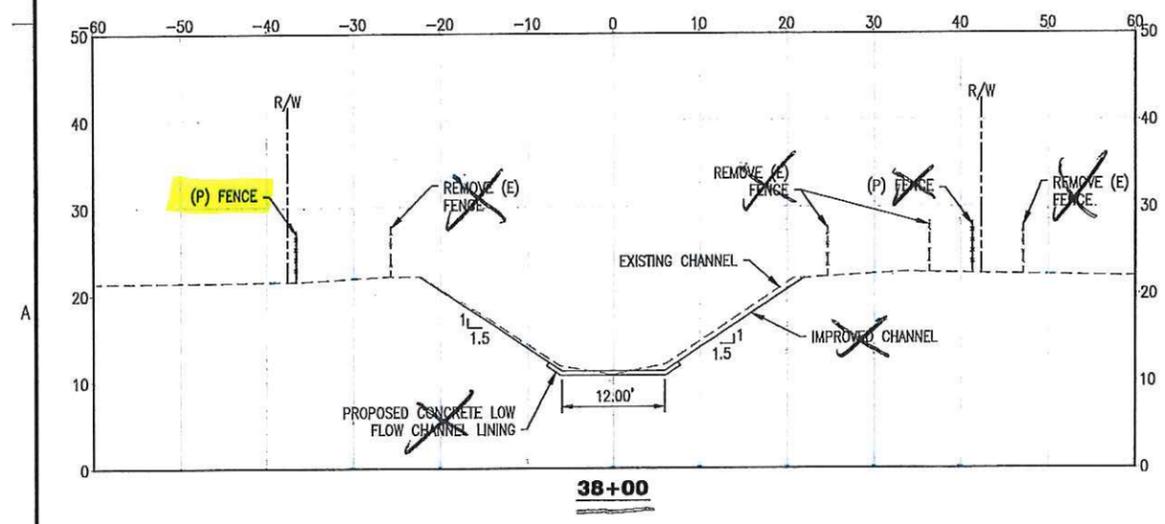
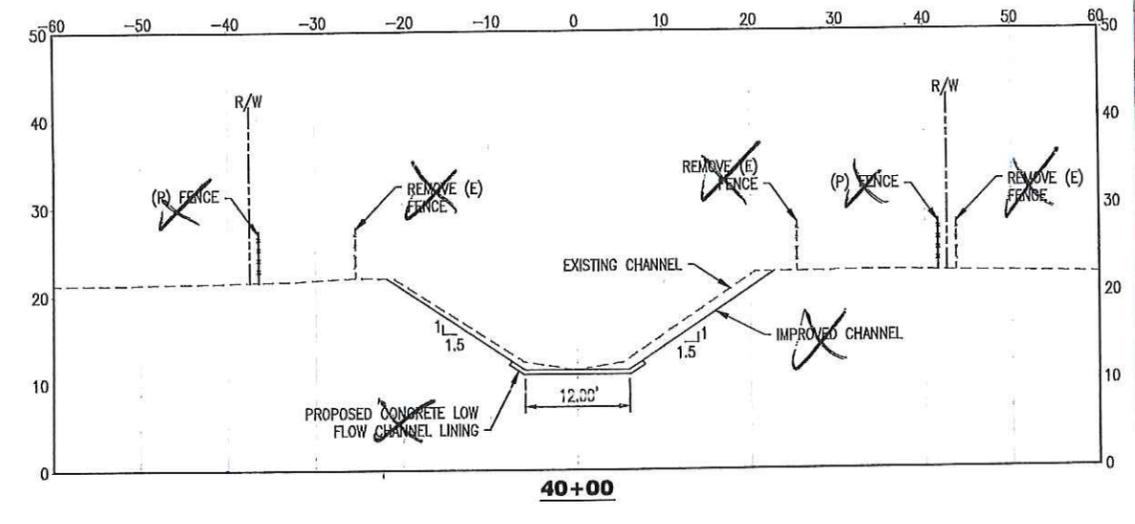
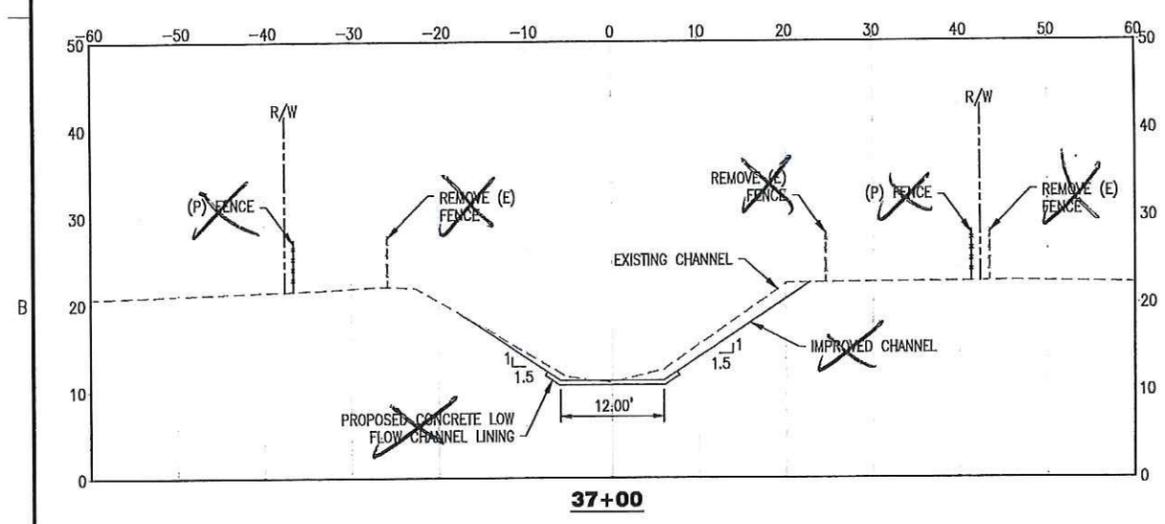
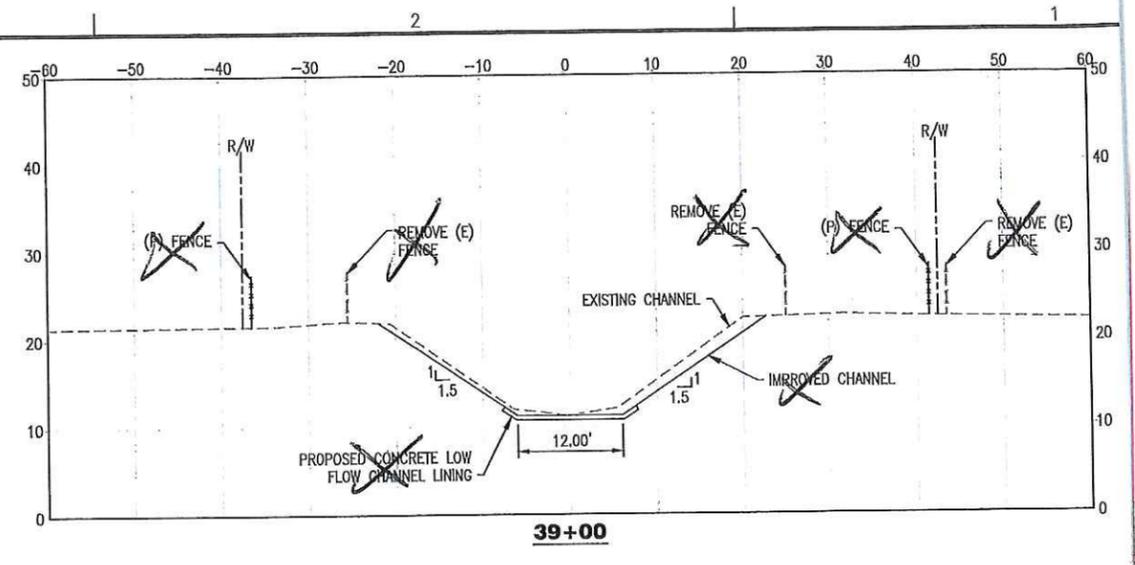
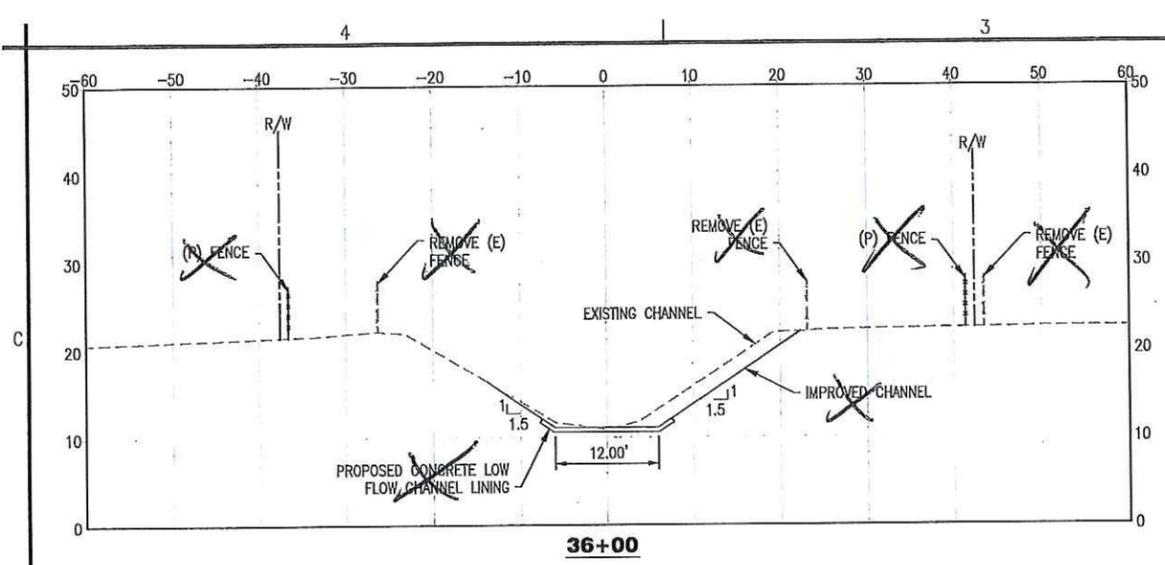
FLORIN CREEK CROSS SECTIONS



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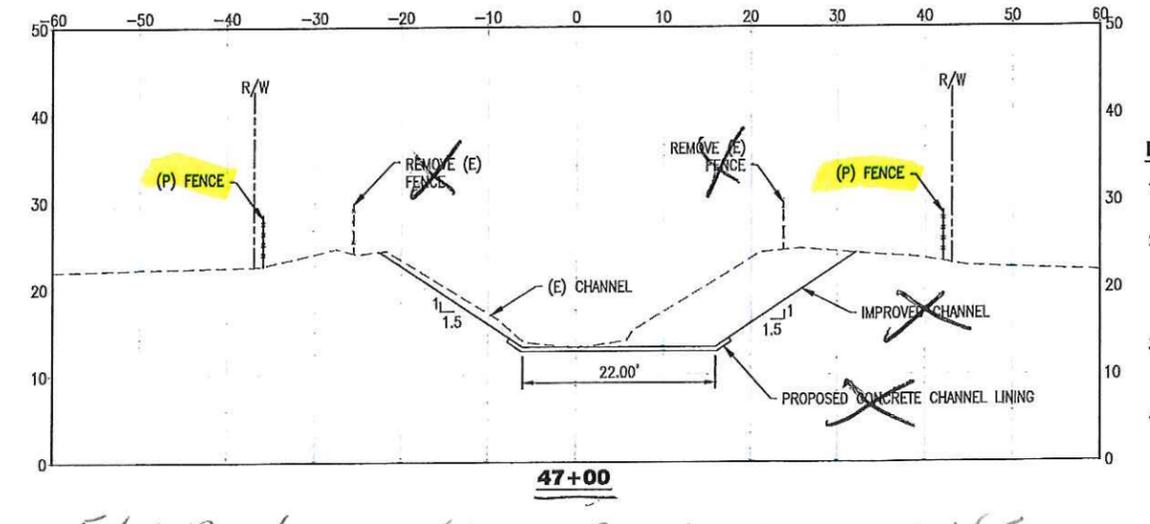
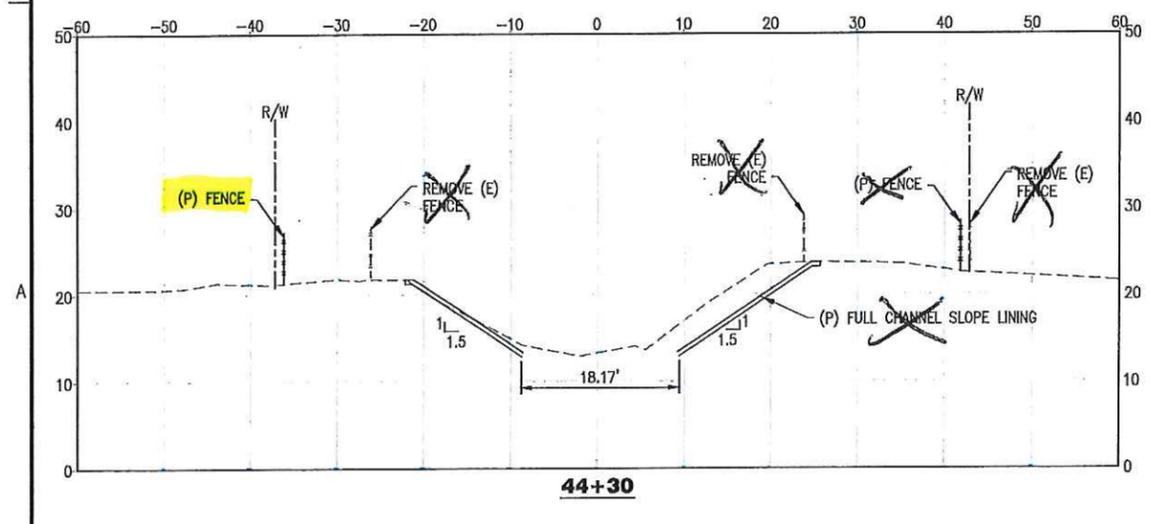
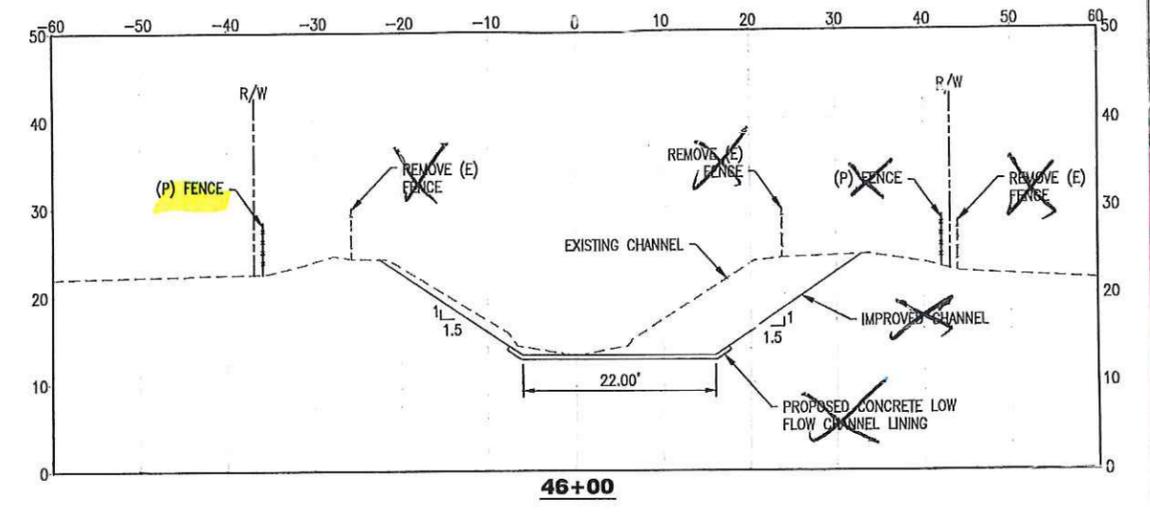
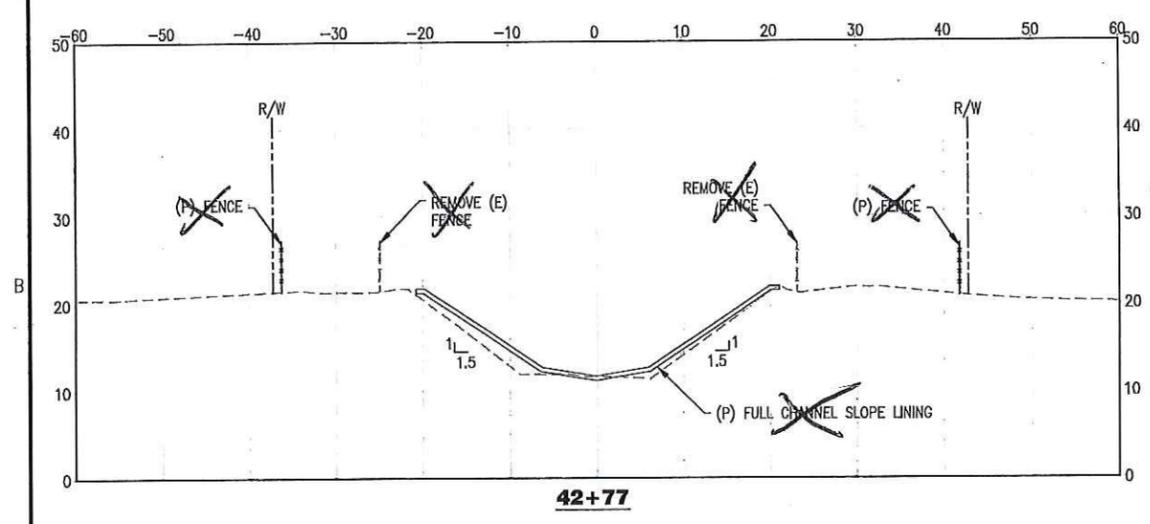
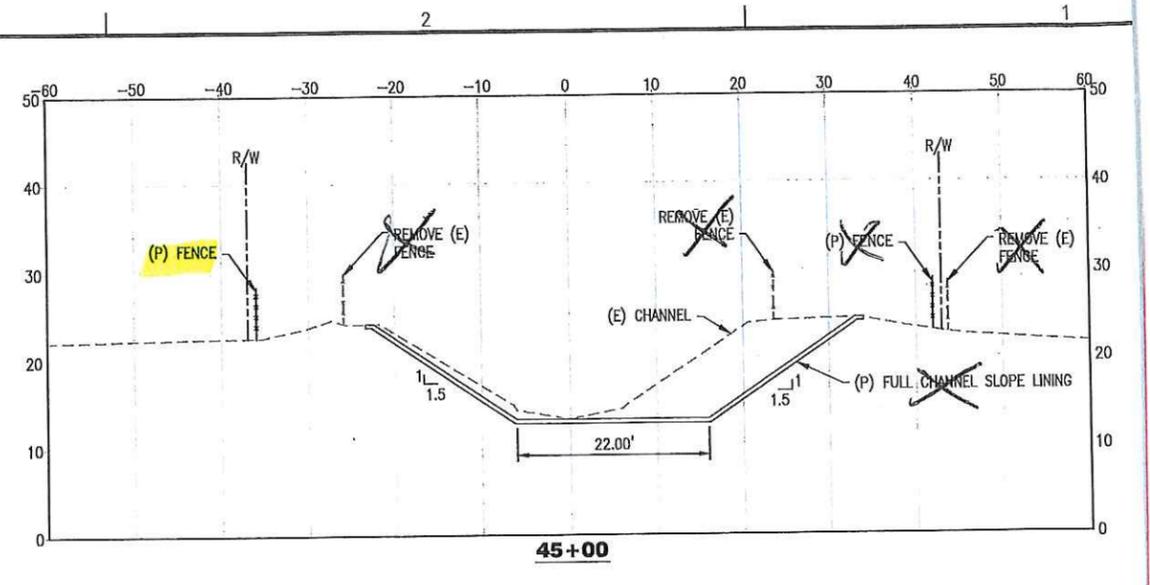
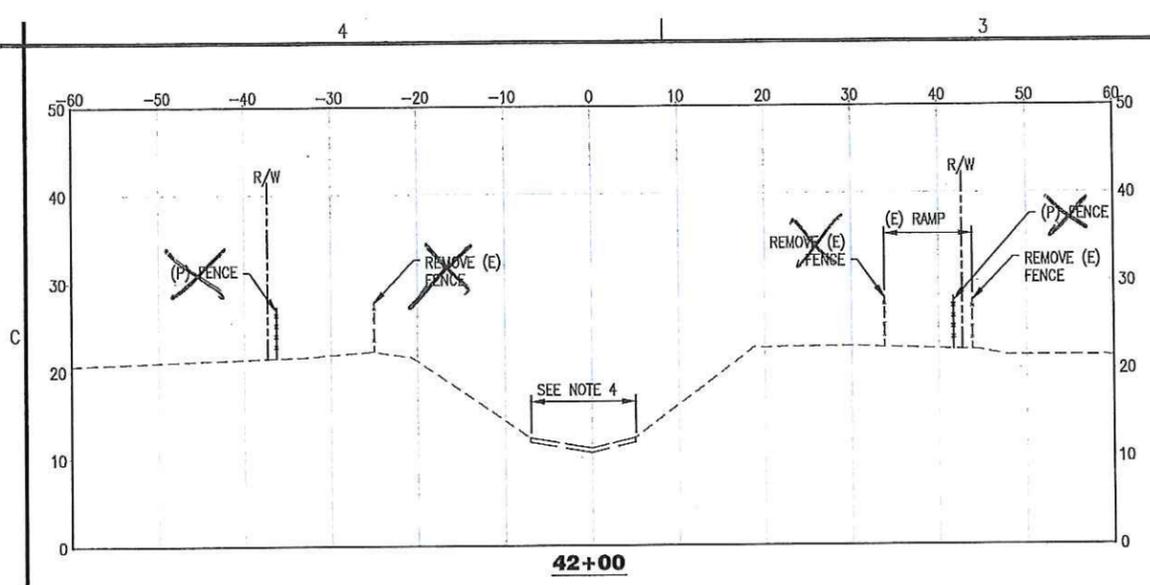


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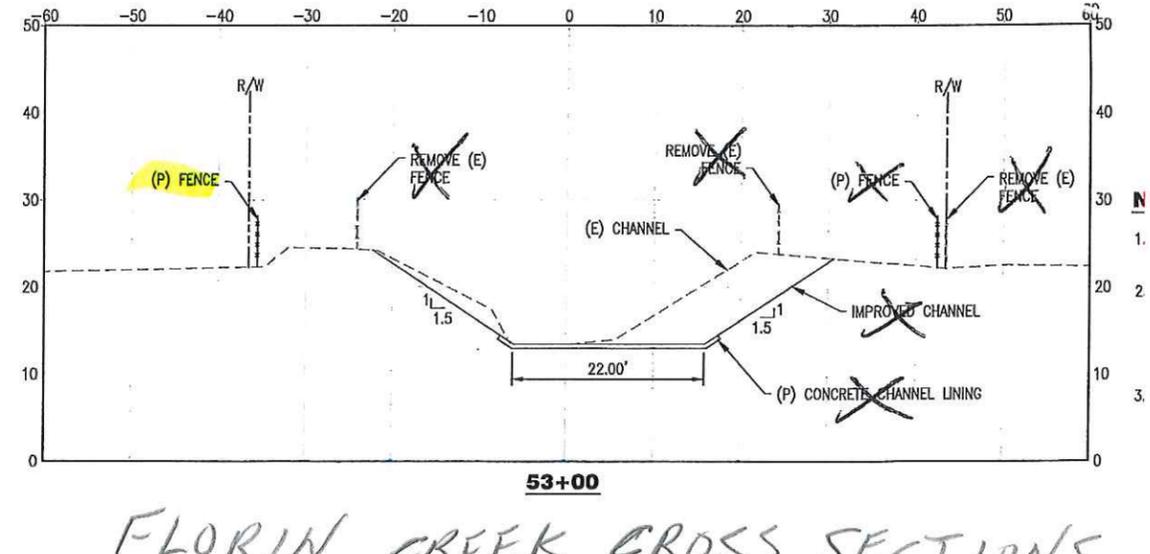
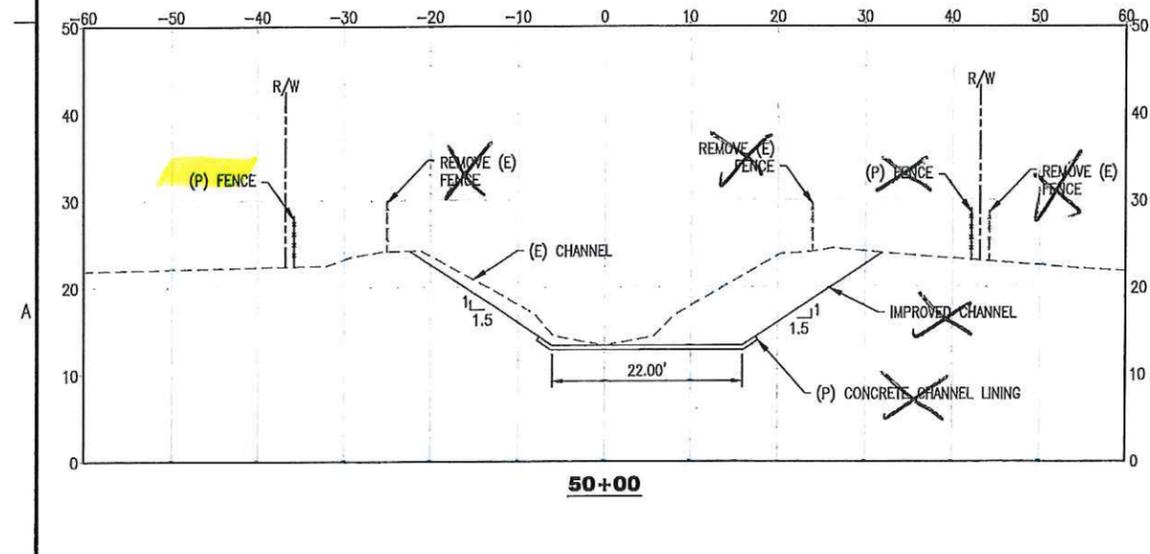
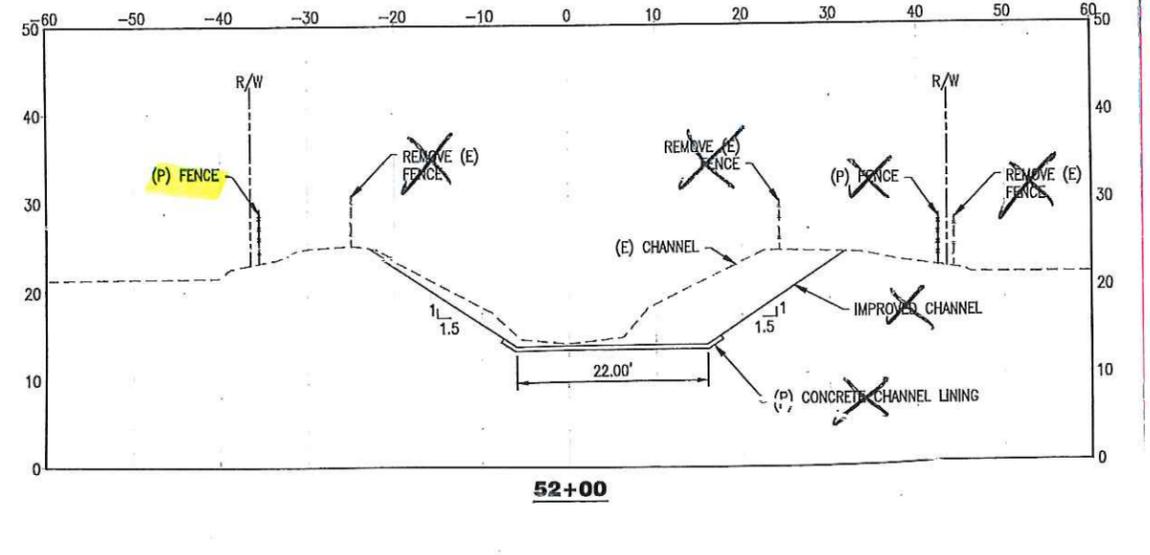
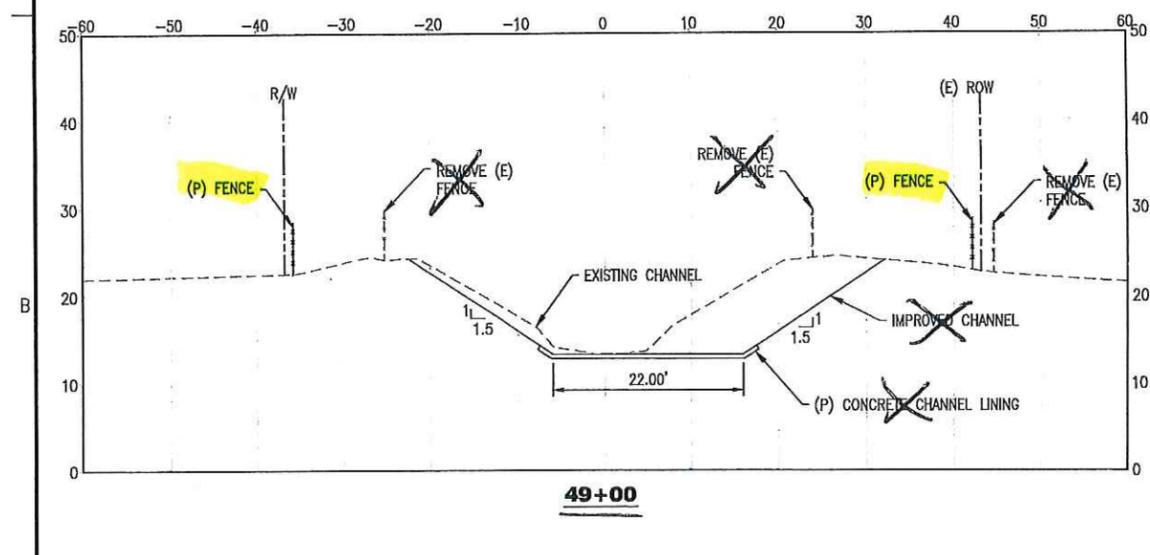
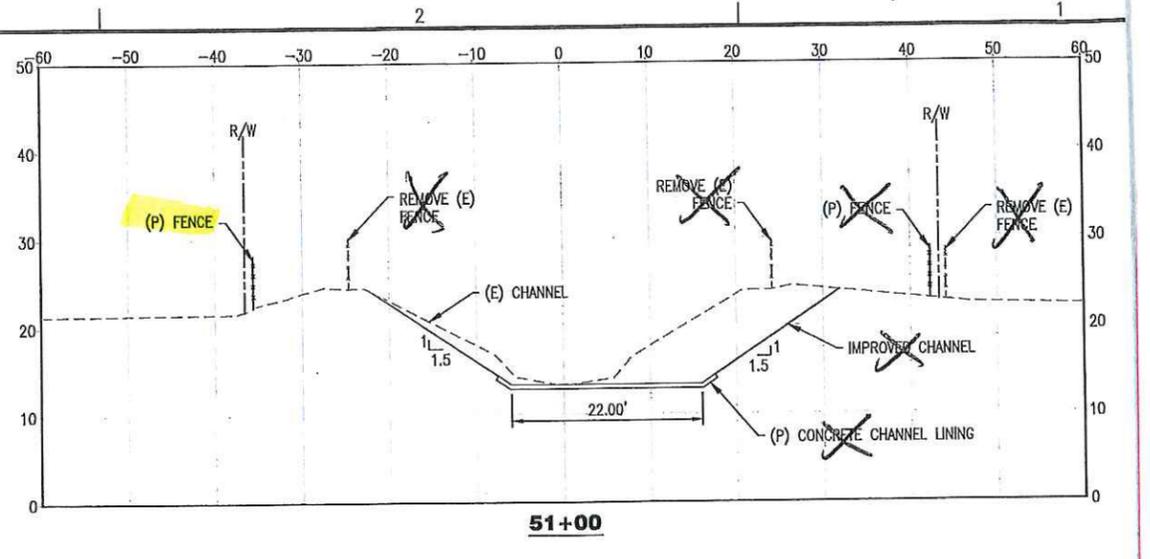
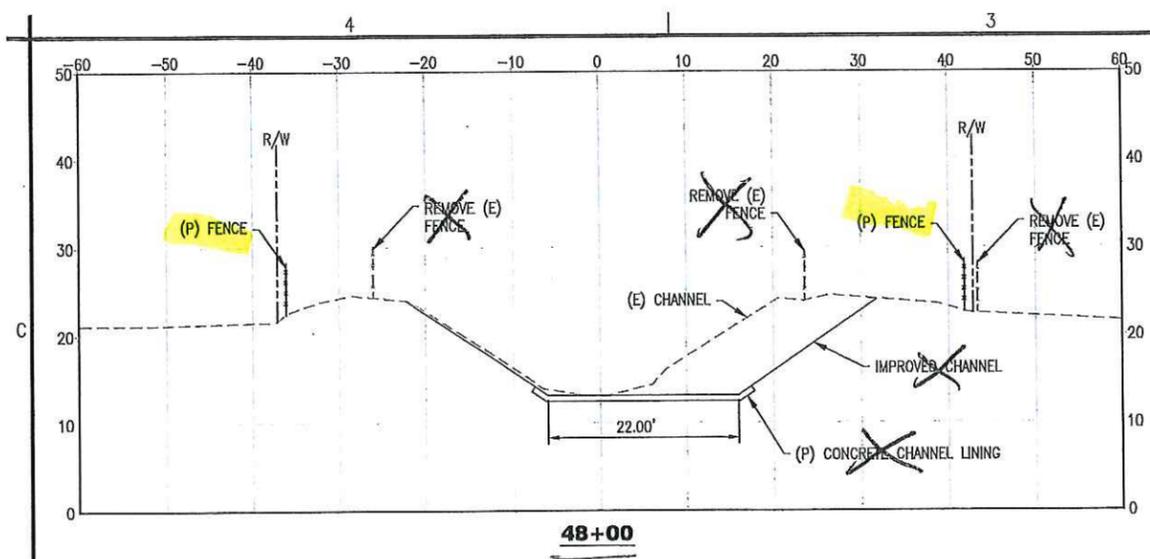


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