

Meeting Date: 2/9/2016

Report Type: Consent

Report ID: 2016-00126

Title: Agreement: State Route 16 Relinquishment (US 50 to South Watt Avenue)

Location: District 6

Recommendation: Pass a Resolution 1) authorizing the City Manager or City Manager's designee to execute the agreement with Caltrans in the amount of \$450,000 for the relinquishment of State Route 16 from Caltrans to the City from US 50 to 300 feet west of South Watt Avenue; and 2) directing the City Manager to return to City Council for the necessary financial transactions after final Caltrans approval of the agreement by the California Transportation Commission (CTC).

Contact: Cecilyn Foote, Associate Civil Engineer, (916) 808-6843; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A - Relinquishment Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
1/28/2016 2:40:53 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/22/2016 6:51:01 AM

Description/Analysis:

Issue: Legislation authorizing the California Transportation Commission (CTC) to relinquish the portion of State Route 16 (SR16) between the US 50/Howe Avenue Junction and South Watt Avenue to the City was passed in September 2014. Staff began negotiations with Caltrans for the relinquishment and has reached terms on an agreement. The City has agreed to take ownership of this portion of SR16 in exchange for compensation from Caltrans in the amount of \$450,000, subject to CTC approval.

The execution of the Relinquishment Agreement by the City is necessary for the CTC to consider approval of the relinquishment and funding at its March 2016 meeting. Staff will return to the City Council for financial appropriations after final approval by the CTC.

Policy Considerations: The action requested herein is consistent with the City of Sacramento General Plan goals of effectively operating and maintaining transportation facilities and infrastructure to preserve the quality of the system.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The agreement with Caltrans provides for the relinquishment of State Route 16 between US 50 and South Watt Avenue. The roadway would be relinquished in its current condition along with payment of monetary compensation to be used for maintenance of the facility, including pavement repair and traffic signal equipment upgrades. The City has reviewed information provided regarding hazardous materials and has determined that no such hazards are present. Other than repair, maintenance and upgrade of signals there would no physical changes as a result of the relinquishment. The ongoing maintenance, repair and alteration of signals are exempt from CEQA review pursuant to CEQA Guidelines section 15301, covering the operation, repair, maintenance and minor alteration of existing public facilities. Because it can be seen with certainty that no significant effects would occur, the action is also exempt pursuant to CEQA guidelines section 15061(b)(3).

Sustainability Considerations: This action is consistent with the City's Sustainability Master Plan goals to create a healthy urban environment through restorative redevelopment.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Relinquishment of SR16 will enable the City to improve and revitalize this roadway through improved traffic operations and increased development interest, in a manner consistent with the City's priorities relating to economic development, neighborhood revitalization and enhancement, and public safety. The execution of the Relinquishment Agreement will allow the City to streamline the process of redeveloping the area by eliminating the additional step of obtaining highway encroachment permits from Caltrans.

Financial Considerations: Pursuant to the agreement, and subject to the approval of the agreement and funding by the CTC, Caltrans will provide a lump sum payment of \$450,000 within thirty days of CTC approval. This amount compensates the City for future maintenance expenses.

Because funding terms may change pending approval of the Relinquishment Agreement by the CTC, staff will return to City Council with the necessary financial transactions after CTC approval.

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): No goods or services are being procured with these actions.

Attachment 1

Background:

State Route 16 (SR16) extends along Folsom Boulevard and Jackson Road between the US 50/Howe Avenue Junction and approximately 300 feet west of South Watt Avenue.

In February 2013, the City of Sacramento, County of Sacramento and City of Rancho Cordova submitted a request to Caltrans for the relinquishment of SR16 between the US 50/Howe Avenue Junction and Grant Line Road to the respective jurisdictions. This request was consistent with the Transportation Corridor Concept Report for SR16 which was approved by Caltrans in June 2012.

In anticipation of development along the corridor, the City would like to remove the State Highway designation in order to apply local design standards without the additional step of coordinating with Caltrans staff and to eliminate the need to comply with Caltrans highway encroachment permitting requirements. The relinquishment would also improve the City's ability to respond to issues and needs related to traffic operations, streetscape enhancements, development, and land use entitlement activities.

Legislation (Assembly Bill 1957) authorizing the CTC to relinquish the portion SR16 within the City limits (US 50/Howe Avenue Junction to approximately 300 feet west of South Watt Avenue) to the City was signed by the Governor on September 15, 2014.

Staff has finalized negotiations with Caltrans on the Relinquishment Agreement and is confident that the agreement terms represent the best interests of the City. Highlights of the agreement terms are summarized as follows:

- The City agrees to accept ownership of this portion SR16 in its current condition in exchange for the lump sum payment of \$450,000 pending approval of the CTC.
- Caltrans will provide the one-time lump payment within thirty days of approval of funding by the CTC.
- The relinquishment will take effect upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office.
- Caltrans will delete the relinquished section of SR16 from the State Highway System and the City will remove all signs referencing SR16 within this section.

The execution of the Relinquishment Agreement between the City and Caltrans is necessary for the CTC to consider approval of the relinquishment and funding at its March 2016 meeting. Staff will return to the City Council for the financial transactions after final approval by the CTC.

RESOLUTION NO.

Adopted by the Sacramento City Council

STATE ROUTE 16 RELINQUISHMENT (US 50 TO SOUTH WATT AVENUE) – APPROVE RELINQUISHMENT AGREEMENT WITH CALTRANS IN THE AMOUNT OF \$450,000

BACKGROUND

- A. In February 2013, the City of Sacramento, County of Sacramento and City of Rancho Cordova submitted a request to Caltrans for the relinquishment of State Route 16 (SR16) between the US 50/Howe Avenue Junction and Grant Line Road to the respective jurisdictions. The City would like to remove the State Highway designation in order to apply local design standards without the additional step of coordinating with Caltrans staff and to eliminate the need to comply with Caltrans highway encroachment permitting requirements. The relinquishment would also improve the City's ability to respond to issues and needs related to traffic operations, streetscape enhancements, development, and land use entitlement activities
- B. Legislation (Assembly Bill 1957) authorizing the California Transportation Commission (CTC) to relinquish the portion SR16 within the City limits (US 50/Howe Avenue Junction to approximately 300 feet west of South Watt Avenue) to the City was signed by the Governor on September 15, 2014.
- C. In accordance with the Relinquishment Agreement, the City has agreed to accept ownership of this portion SR16 in its current condition in exchange for the lump sum payment of \$450,000 from Caltrans, pending approval of the CTC. The relinquishment will take effect upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office.
- D. The execution of the Relinquishment Agreement between the City and Caltrans is necessary for the CTC to consider approval of the relinquishment and funding at its March 2016 meeting.

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

- Section 1. The City Manager is authorized to execute a Relinquishment Agreement with Caltrans in the amount of \$450,000 for the relinquishment of State Route 16 from US 50 to approximately 300 feet west of South Watt Avenue.
- Section 2. Staff is directed to return to the City Council for the necessary financial transactions after final approval of the agreement by the CTC.
- Section 3. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A Location Map

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

CITY OF SACRAMENTO, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, are authorized to enter into a Cooperative Agreement, pursuant to Streets and Highways Code sections 73 and 316, to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY portions of State Route 16 (SR16) between Post Miles (PM) T1.78 and T1.94 (along Howe Avenue), between PM T1.94 and T2.53 (along Folsom Boulevard, including approximately 700 feet of Folsom Boulevard east of Notre Dame Drive), and between PM 2.53 and 4.08 at the Sacramento County line as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on Legislation AB 1957 enacted September 15, 2014. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS' recording of said Resolution in the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair and have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of \$450,000 or some other allocation made by CTC deemed to be in the best interest for CALTRANS.
4. CALTRANS and CITY have agreed that CALTRANS will continue to maintain the RELINQUISHED FACILITIES in a state of good repair until the date of recordation of the Resolution of Relinquishment.
5. The parties intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of CALTRANS' obligation to provide ninety (90) days prior notice of CALTRANS' "Intention to Relinquish" as set forth in Streets and Highways Code section 73.
2. To accept that allocation, determined by the CTC to be in the best interest of CALTRANS, as CALTRANS's only payment obligation for this RELINQUISHED FACILITIES.
3. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
4. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Hazardous Waste Initial Site Assessment (ISA) for SR 16 Relinquishment dated August 13, 2015 attached as Exhibit B. CITY has received and reviewed a copy of Exhibit B. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.
5. To apply for approval of a business route designation for RELINQUISHED FACILITIES portion of the highway in accordance with Chapter 20, Topic 21, of the Highway Design Manual.
6. To install and maintain within its jurisdiction signs directing motorists to the continuation of SR 16 to the east.
7. To maintain the Surface Transportation Assistance Act (STAA) truck route designation for the portion of the RELINQUISHED FACILITIES that previously held that designation

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To forward and support CITY's request to CTC for the allocation of \$450,000 with the expectation that CTC will determine that this or some other allocation is in the best interest of CALTRANS.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
4. To pay CITY, within thirty (30) days of approval of funding by CTC, the amount of \$450,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS's only payment obligation for the purpose of the RELINQUISHED FACILITIES.
5. Thereafter, upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for RELINQUISHED FACILITIES, such as plans, survey data and right of way information.

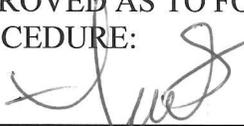
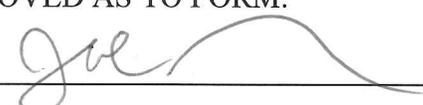
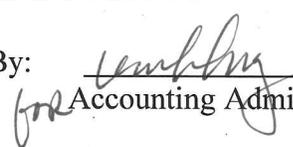
SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.
2. CALTRANS reserves the right to enter, at no cost to CALTRANS, RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those collateral facilities.
3. RELINQUISHED FACILITIES may be recaptured by CALTRANS for future transportation project at no cost to CALTRANS and CITY agrees to reconvey property when so requested.
4. CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the ISA, Exhibit B, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
5. CALTRANS shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the ISA, Exhibit B, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
8. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of \$450,000 or any other allocation by CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	CITY OF SACRAMENTO
By: _____ Thomas L. Brannon Deputy District Director, D3 Programming / Project Management	By: _____ John Shirey City Manager
APPROVED AS TO FORM AND PROCEDURE: By:  _____ Attorney Department of Transportation	ATTEST: By: _____ City Clerk
CERTIFIED AS TO FUNDS: By: _____ District Project Control Officer	APPROVED AS TO FORM: By:  _____ City Attorney
CERTIFIED AS TO FINANCIAL TERMS AND POLICIES: By:  _____ for Accounting Administrator	

AGREEMENT 03-0593
Project No. 0314000275
EA 4F770
03-SAC-16 PM T1.78/4.08

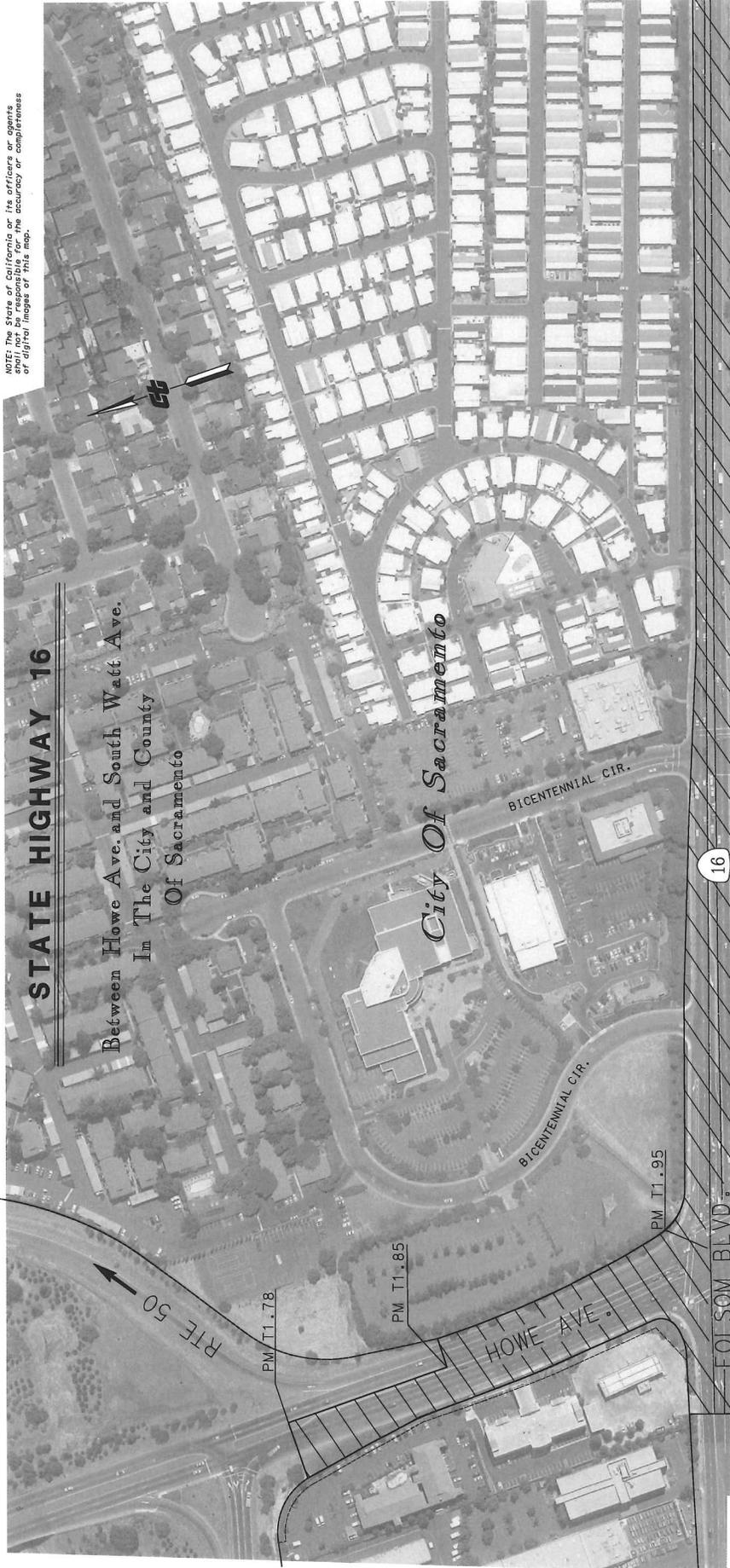
EXHIBIT "A"
Relinquishment Map

NOTE: The State of California or its officers or agents do not warrant the accuracy or completeness of digital images of this map.

STATE HIGHWAY 16

Between Howe Ave. and South Watt Ave.
In The City and County
Of Sacramento

City Of Sacramento



16

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
RELINQUISHMENT MAP
EXHIBIT (PHASE I) TO THE
CITY OF SACRAMENTO**
FOR PREVIOUS R/W INFORMATION SEE
MAP(S)

DATE	BY	REVISIONS
02-18-15	R. THOMPSON	PHASE 1 (RELINQUISHMENT)
02-18-15	C. BRUNDAGE	FOR RIGHT OF WAY
R/W PROJECT SURVEYORS		

TO BE RELINQUISHED TO:
THE CITY OF SACRAMENTO

TO DESIGN: 04/23/13	EA(G):	FAH:
DISTRICT (COUNTY) ROUTE	SHEET	PN SHEET NO. TOTAL SHEETS
03 - SAC	16	11:29 - 9

LEGEND

- Access Prohibited
- Access Supervised
- Existing R/W Superseeds
- Existing R/W Superseeds (Indicates Right-of-Way)
- Indicates Found Monument
- Indicates Calculated Monument Area
- Portion to be Relinquished

NOTE: The State's rights are not extinguished until re-acquisition of related California Transportation Commission resolution.

NOTES

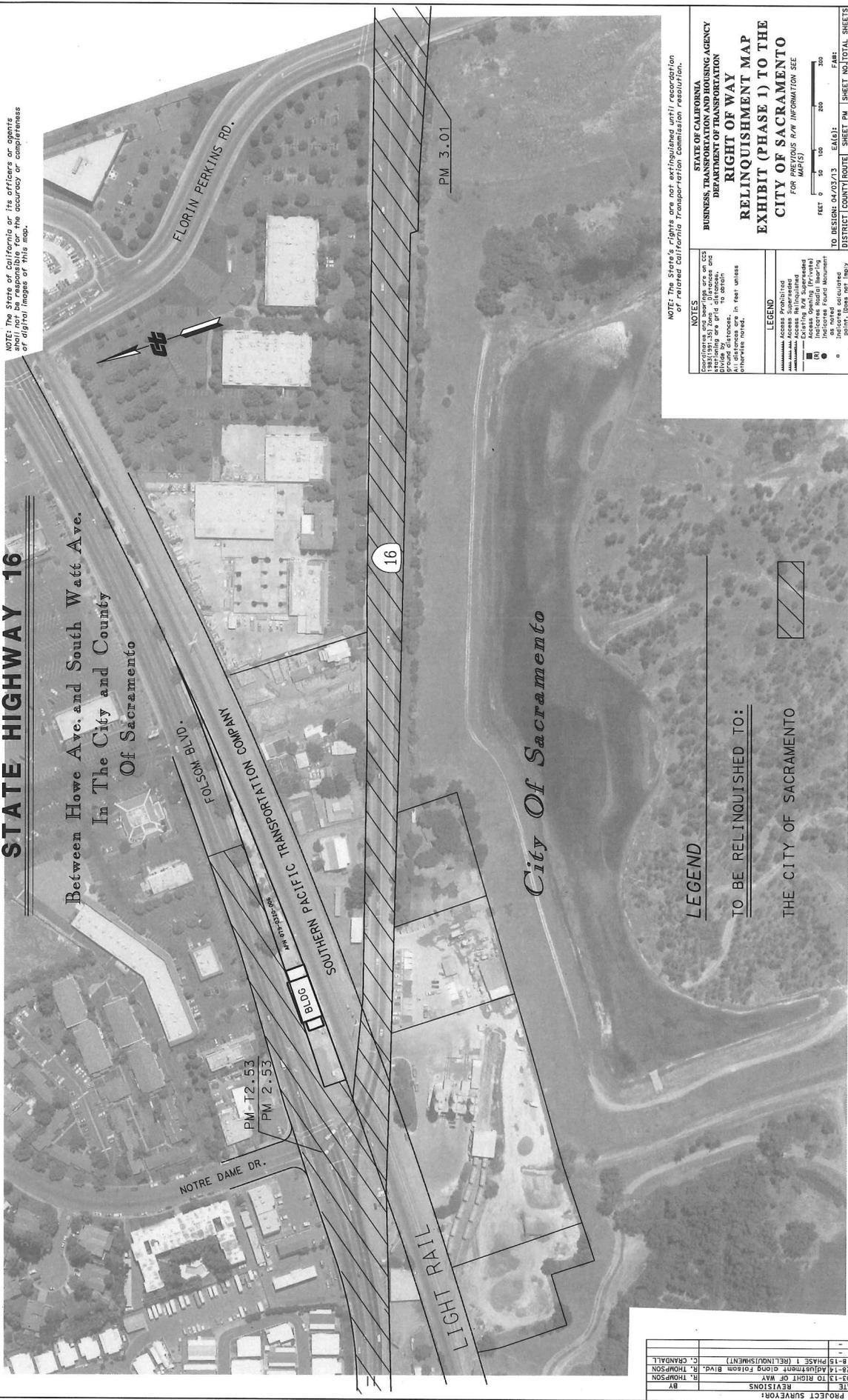
- Surveyed by State of California, Department of Transportation, District Office, Sacramento, California.
- Right-of-way lines are 100 feet wide unless otherwise noted.
- Indicates Found Monument
- Indicates Calculated Monument Area
- Portion to be Relinquished

PROJECT ID: 00 0000 0000

STATE HIGHWAY 16

Between Howe Ave. and South Watt Ave.
In The City and County
Of Sacramento

NOTES: The State of California or its officers or agents
shall not be responsible for the accuracy or completeness
of digital images of this map.



LEGEND

TO BE RELINQUISHED TO:
THE CITY OF SACRAMENTO

DATE	BY	REVISIONS
04-03-13	R. THOMPSON	TO RIGHT OF WAY
08-28-14	R. THOMPSON	ADJUSTMENTS TO FOLSOM BLVD
02-18-15	C. CHANALL	PHASE 1 (RELINQUISHMENT)

NOTE: The State's rights are not relinquished until reclamation
of former California Transportation Commission easement.

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
RELINQUISHMENT MAP
EXHIBIT (PHASE 1) TO THE
CITY OF SACRAMENTO**
FOR PREVIOUS R/W INFORMATION SEE

FEET 0 50 100 200 300
M(1/5)

TO DESIGN: 04/03/13 ELS(J): ERM:
DISTRICT: COUNTY ROUTE: SHEET: PM: SHEET NO: TOTAL SHEETS
03 16 27/15 3 5

LEGEND
 - - - - - Access (Prohibit)
 - - - - - Access (Permit)
 - - - - - Access (Easement)
 - - - - - Existing (Not SuperseDED)
 - - - - - Proposed (Not SuperseDED)
 - - - - - Indicate Right of Way
 - - - - - Indicate Found Monument
 - - - - - Indicate Contour
 - - - - - Indicate (Not in File)
 - - - - - Indicate (Not in File)

PROJECT ID: 00 0000 0000

STATE HIGHWAY 16

Between Howe Ave. and South Watt Ave.
In The City and County
Of Sacramento



NOTES: The State of California is not responsible for the accuracy or completeness of digital images of this map.

FLORIN PERKINS RD.

LEGEND

TO BE RELINQUISHED TO:

THE CITY OF SACRAMENTO



DATE	REVISIONS	BY
04-03-10	TO RIGHT OF WAY	A. THOMPSON
02-18-10	PHASE 1 (RELINQUISHMENT)	C. CHANDALL

NOTE: The State's rights are not extinguished until recordation of Related California Transportation Commission resolution.

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
RELINQUISHMENT MAP
EXHIBIT (PHASE 1) TO THE
CITY OF SACRAMENTO**
FOR PREVIOUS R/W INFORMATION SEE
MAP(S)

FEET 0 100 200 300 400

TO DESIGN: 04/03/10 ELS: JH
DISTRICT: COUNTY BRIDGE SHEET PM SHEET NO TOTAL SHEETS
03 SAC 16 3174 4 5

R/W PROJECT SURVEYOR: _____
DATE: _____
REVISIONS: _____
BY: _____

AGREEMENT 03-0593
Project No. 0314000275
EA 4F770
03-SAC-16 PM T1.78/4.08

EXHIBIT "B"
Hazardous Waste Initial Site Assessment for SR 16 Relinquishment

State of California
Memorandum

Business, Transportation and Housing Agency

Date: August 13, 2015

File: 03-Sac-16
E-FIS 03 1400 0275-0
EA 03-4F7700
PM T1.78/4.16

To: **WAYNE A. LEWIS**
Project Manager

From: **MARIA ALICIA BEYER-SALINAS**
Office of Environmental Engineering South - Hazardous Waste

Subject: Hazardous Waste Site Assessment for SR 16 Relinquishment.

Caltrans proposes to relinquish existing State highway to the City of Sacramento and the County of Sacramento, from US 50/Howe Avenue Junction to South Watt Avenue and about 849 foot extent of Howe Avenue. No roadway improvements, maintenance, and/or construction work is anticipated.

I. Petroleum Hydrocarbons

The hazardous waste investigation was limited to a review of Geotracker reports, which provides information from the Regional Water Quality Control databases on hazardous materials storage and releases. Caltrans is not responsible for any of the listed sites located adjacent and/or in the near proximity of State right of way.

There are no known or registered underground storage tanks (UST) or petroleum hydrocarbon sites within the proposed SR 16 relinquishment.

II. Aerial Deposited Lead (ADL)

Lead-contaminated soil may exist due to the historical use of leaded gasoline. The areas of primary concern in relation to highway facilities are soils along routes that have had high vehicle emissions due to large traffic volumes, congestion, or stop and go situations during the time period when leaded gasoline was in use. For practical purposes, most Aerially Deposited Lead (ADL), due to vehicle emissions, would have been deposited prior to 1986.

Typically, ADL is found within the top 36 inches of material in unpaved areas within the highway right of way. Even though no sampling and testing has been done in the project area, it is probable that soil generated from excavations that are 9 inches or less in depth may be classified as California hazardous waste.

Activities that disturb earth material and could result in lead exposure include clearing and grubbing, excavating, trenching, grading, drilling, planting, constructing foundations, installing signs, and installing posts.

Earth material management can be implemented to ensure that earth material can be defined as nonhazardous waste. Some examples of management requirements are: Excavate to a total depth of 1.5 feet - do not excavate in lifts; Stockpile all excavated earth material at an authorized location before reuse or disposal; Reuse all earth material on the job site.

Contractor(s) must prepare a project-specific Lead Compliance Plan (CCR Title 8, Section 1532.1, the "Lead in Construction" standard) to minimize worker exposure to lead-impacted soil while working along existing SR 16 shoulders and native soil.

The plan shall include a health and safety plan, protocols and procedures for the handling of lead-impacted soil.

Prior to disposal, the upper 9 inches of excavated soil must be either:

- 1) Managed and disposed as a California-hazardous waste or
- 2) Stockpiled and resampled to confirm waste classification in accordance with specific disposal facility acceptance criteria.

III. Traffic Stripe -Lead/Chromium Based Paint.

Traffic Striping and pavement markings may contain lead/chromium based paint. The Contractors are required to properly manage removed stripes and pavement markings and must implement a project specific Lead Compliance Plan (LCP) prepared by a Certified Industrial Hygienist (CIH) as required by Cal/OSHA.

IV. Treated Wood Waste.

Treated wood waste (TWW) can occur as posts along metal beam guard railing (MBGR), three beam barrier, piles, or roadside signs. These wood products are typically treated with preserving chemicals that may be hazardous (carcinogenic) and include but are not limited to arsenic, chromium, copper, creosote, and pentachlorophenol. The Department of Toxic Substances Control (DTSC) requires that TWW either be disposed as a hazardous waste, or if not tested, the generator may presume that TWW is a hazardous waste.

The Contractor shall prepare a detailed Health, Safety and Work Plan for all site personnel in accordance with the DTSC and CAL-OSHA regulations.

Treated wood waste must be disposed in an approved treated wood waste facility.

Current regulations allow for disposal of untested treated wood waste (TWW) in either a Class I hazardous waste landfill, or a composite-lined portion of a solid waste landfill unit that meets all requirements applicable to disposal of municipal solid waste and that is regulated by waste discharge requirements issued for discharges of designated waste or TWW.

If you have any question please call me at (530)741-4580.

cc: Ronald J. Hall – District 3 PID Unit
Ken Lastufka – Associate Environmental Planner