

Meeting Date: 8/4/2016

Report Type: Consent

Report ID: 2016-00744

Title: Contract: Leisure Lane and Highway 160 Drainage Improvements

Location: Districts 2 and 3

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the Leisure Lane and Highway 160 Drainage Improvements project; and 2) awarding the contract to T&S Construction for an amount not-to-exceed \$253,179.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413; Stu Williams, Project Manager, (916) 808-1410, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Contract

City Attorney Review

Approved as to Form
Joe Robinson
7/21/2016 3:08:35 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/14/2016 2:06:37 PM

Description/Analysis

Issue Detail: Staff recommends that Council award a contract to T&S Construction Co., Inc. to construct the Leisure Lane & Highway 160 Drainage Improvements Project. The project will improve the Woodlake Detention Basin operation as a regional water quality facility, simplify ongoing maintenance, and improve traffic safety by eliminating the open drainage ditch adjacent to Leisure Lane.

Policy Considerations: This action is in conformance with City Code Chapter 3.60 Articles I and III, which provide that City Council may award competitively bid contracts to the lowest responsible bidder. The proposed work is consistent with the criteria set forth in the Department of Utilities' Capital Improvement Programming Guide.

Economic Impacts: This project is expected to create 1 total job (0.6 direct jobs and 0.4 jobs through indirect and induced activities) and create \$156,321 in total economic output (\$98,530 of direct output and another \$57,791 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 \$1 million 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: A 1996 Initial Study and Mitigated Negative Declaration (the original IS/MND) was prepared for the Woodlake Detention Basin. Since that time, there have been Project modifications to simplify maintenance and improve public safety, as well as modifications to the basin outlet that will improve regional water quality.

In March 2015, a supplement to the original IS/MND was prepared to address potential environmental impacts associated with the current Project, as modified since the original IS/MND was prepared. In April 2015, based on findings from the supplemental IS/MND, the City's Community Development Dept., Environmental Planning Services Division, completed preparation and circulation of a draft Mitigated Negative Declaration (MND). Mitigation measures were identified for air quality, biological resources, hydrology and water quality, and noise, that would reduce the current Project's identified environmental impacts to less-than-significant levels.

In June 2015, pursuant to provisions of the California Environmental Quality Act (CEQA), a Notice of Determination was filed with the State Clearing House and the County Clerk with Director approval of the project's mitigated negative declaration. In addition to CEQA

considerations, staff has obtained environmental clearance permits from the Army Corps of Engineers, the California Dept. of Fish and Wildlife, and the Central Valley Regional Water Quality Control Board for the proposed construction.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will reduce the likelihood of the drainage pipes becoming clogged under Highway 160.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was formally advertised for bids on June 9, 2016. On June 29, 2016, the City Clerk opened two bids. Staff recommends award of the contract to T&S Construction Co., Inc., the lowest responsive and responsible bidder.

The bids are summarized below:

Contractor	Bid Amount
T&S Construction Co, Inc.	\$253,179
Navajo Pipelines, Inc.	\$257,100

The engineer's construction estimate was \$175,000. Review of the bids indicates that the engineer's construction estimate was too low because it under estimated costs for the weir north of Highway 160.

Financial Considerations: Based on the low bid, the construction contract has a not-to-exceed amount of \$253,179. The total estimated project cost including design, inspection, and construction is estimated to be \$406,550. There are sufficient Storm Drainage Funds (Fund 6011) in the Miscellaneous Ditch Repair Program (W14120600) to award the contract and complete the project.

Local Business Enterprise (LBE): T&S Construction Co., Inc. is an LBE.

Background

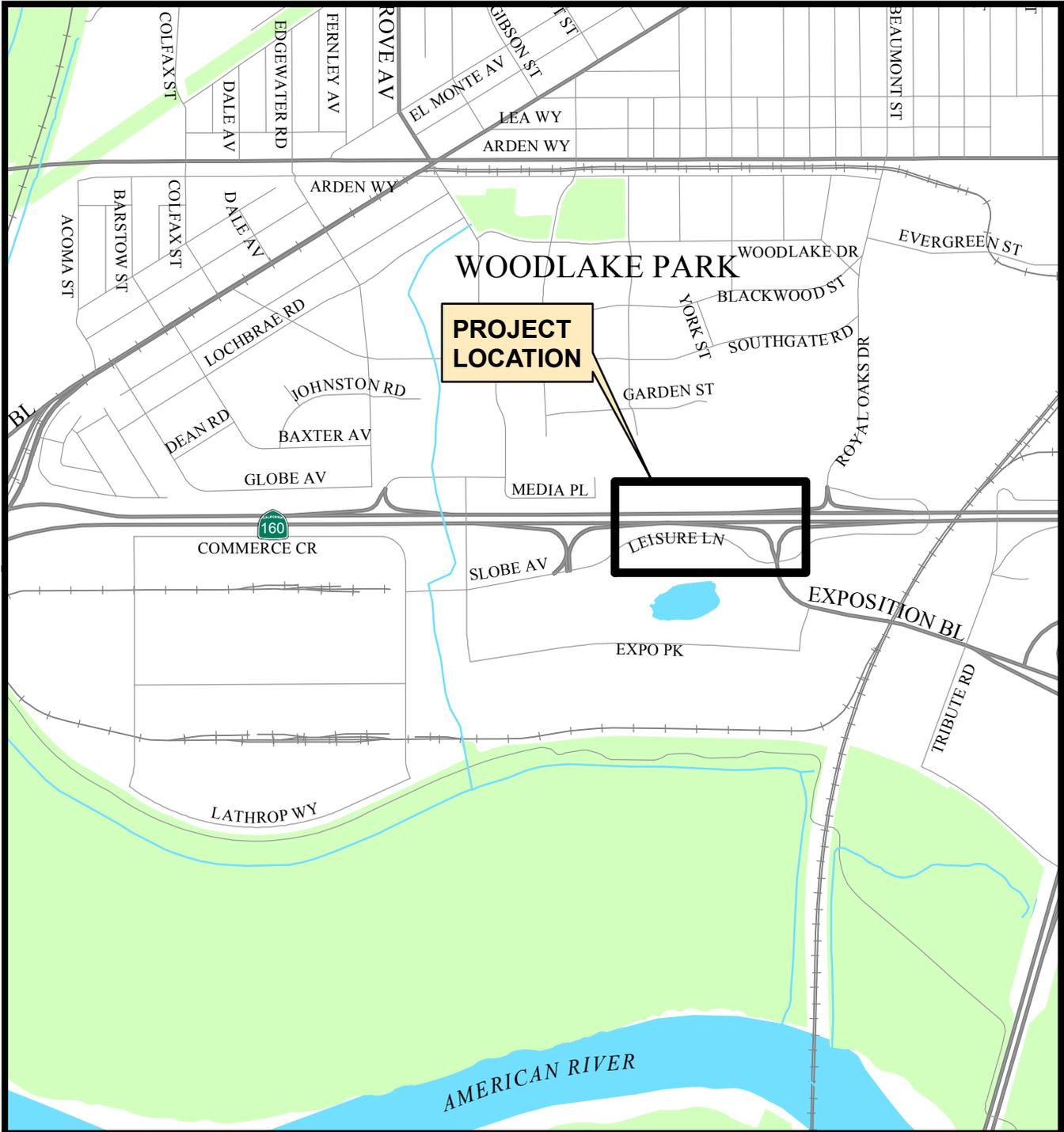
Storm drainage flows southward from the City's Woodlake Detention Basin through a box culvert and two circular pipes under Highway 160, then discharges into an open ditch. Flow continues southward to Sump 151 then is pumped into the American River.

The open ditch south of Highway 160 adjacent to Leisure Lane, is difficult to maintain and is a traffic safety hazard. At least two vehicles have been pulled from the ditch in recent years.

The project will install a 54" diameter pipe to eliminate this open ditch and will modify the Woodlake Detention Basin to serve as a regional water quality facility. Analyses determined there would be upstream hydraulic impacts by just replacing ±150 linear feet of open ditch with a pipe south of the Highway. To "do no harm" and not raise upstream water levels, engineering study determined that hydraulic impacts could be mitigated by rounding the three culvert entrances on the north side of Highway 160.

In addition to mitigating hydraulic impacts, work north of Highway 160 will allow the Woodlake Detention Basin to serve as a regional water quality improvement facility. Basin retention time will be increased via a new weir type structure, which will allow more suspended solids and entrained chemicals to remain in the basin rather than flow through to the American River. Retained chemicals will be reduced by bio-filtration and oxidation, which, along with reduced suspended solids, will improve regional water quality. Having the basin perform this function will alleviate separately imposing this requirement on new upstream development.

**Leisure Lane and Highway 60
Drainage Improvements
(W14120602)**



R:\Civil3D Projects\W14120602 Leisure Lane at Hwy 160



ENGINEERING SERVICES DIVISION

CONTRACT DOCUMENTS
FOR
LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT

PN: W14120602

B17141321004

Engineer's Estimate: \$175,000

Non-Mandatory Pre-Bid Site Visit: Thursday, June 16th, 2016 starting @ 1:00 PM
Location: Meet at the project gate on the west side of the road between addresses
1901 & 2025 Royal Oaks Drive, Sacramento CA 95815

For Pre-Bid Information Call:

Stu Williams
Senior Engineer
(916) 808-1410

Plans and Specs are in one Document

Bids to be received before 2:00 PM
June 29, 2016
City Hall, Office of the City Clerk
915 I Street, 5th Floor, Public Counter
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

This project has a required minimum LBE participation level of 5.0 percent. For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact City Procurement at (916) 808-6240, or visit the City of Sacramento's web site at:

<http://www.cityofsacramento.org/Economic-Development/Grow-Here/Small-Business/LBE>

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LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT

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NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on June 29, 2016 . Proposals will then be opened and read as soon thereafter as business allows in the 2nd floor historic city hall council chambers for:

LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT (PN: W14120602) (B17141321004)

Construction includes, but is not limited to, sitework, construction of a concrete weir structure, and new storm drain piping. Regulatory agency permits, including a California Dept of Fish and Wildlife and a Caltrans Encroachment permit have been obtained for the work. The project requires at least 5.0 percent participation by Local Business Enterprise (LBE) firms.

Contract Documents are available for download from PlanetBids via the following website address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

On Thursday, June 16th, a non-mandatory pre-bid site visit will be held starting at 1:00 PM. Meet in the open field, approximately 250' north of the Royal Oaks Drive and Leisure Lane intersection, on the west side of the road, between addresses 1901 & 2025 Royal Oaks Drive, Sacramento CA 95815. City staff will be available for questions and to open gates for interested bidders. It will depend upon interest and the number of questions received, but the duration is anticipated to be no more than one-hour. Attendees must provide their own transportation.

Signed proposals shall be submitted on the contract document proposal form in a sealed envelope marked:

PROPOSAL FOR LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT (PN: W14120602) (B17141321004)

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received.

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 and available to any interested party upon request.

The City of Sacramento has a Labor Compliance Program, and **electronic submission of Labor Compliance Reports is required**. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically in the manner prescribed by the City of Sacramento. Each contractor and subcontractor shall receive a unique Log-On identification and password to access the City's reporting system. Use of the City's system may entail additional contractor time for data entry of weekly payroll information including employee identification, labor classification, total hours worked, hours worked on this project, and wage and benefit rates paid, etc. All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

NOTICE TO CONTRACTORS

This contract is subject to compliance monitoring and enforcement by the DIR. Per California Labor Code Section 1771.4 (enacted by SB 854), the contractor and all subcontractors shall furnish electronic payroll records directly to the Labor Commissioner (in addition to submittals made to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is included in the Contract Documents following this Notice solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligations to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations. The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices.

Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this Notice to Contractors shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 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. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (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 Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

Contact information for the City's manager of this project is:

Stu Williams, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1410 / Fax: (916) 808-1497/E-mail: SSWilliams@cityofsacramento.org

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. *(Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.)*

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

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LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact City Procurement at (916) 808-6240, or visit the City of Sacramento's web site at: <http://www.cityofsacramento.org/Economic-Development/Grow-Here/Small-Business/LBE>

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THE FOLLOWING DOCUMENTS
ARE TO BE COMPLETED AND
SUBMITTED WITH THE BID PACKAGE

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Contractor Name: _____
 (Please print)

BID PROPOSAL

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes and agrees to furnish all required labor, material, supervision, transportation, equipment, services, taxes, and incidentals for the project named

**LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT
 (PN: W14120602) (B17141321004)**

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, for the following sum:

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$ _____	\$ _____
2	Northside Inlet Structure	1	LS	\$ _____	\$ _____
3	Transition Manhole	1	LS	\$ _____	\$ _____
4	54-inch RCP Bend	1	LS	\$ _____	\$ _____
5	54-inch Class III RCP	124	LF	\$ _____	\$ _____
6	54-inch Flared End Section	1	LS	\$ _____	\$ _____
7	Concreted Rock Slope Protection	170	SF	\$ _____	\$ _____
8	Rock Slope Protection	100	SF	\$ _____	\$ _____

TOTAL BID: \$ _____

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. The sum of individual unit prices shall prevail over the total bid amount.

It is understood that this bid is based upon completion of the work within a period of **seventy five (75) 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 dollars (\$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.

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 made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids, and to waive any error or omission in any Proposal received.

The undersigned agrees to execute the Agreement and to provide City with the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after receipt of the City's notice that the undersigned will be recommended for Contract award. The undersigned further agrees to begin work within fifteen (15) days after the City's Notice to Proceed is issued.

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, Special Provisions, and 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.

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

<u>FOR CITY USE ONLY</u>	
TYPE OF DEPOSIT	
<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.

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

CONTRACTOR: _____

By: _____ (MUST BE SIGNED TO BE RESPONSIVE)
(Signature)

Title: _____

Address: _____
Physical Address ONLY. No PO Box

City STATE ZIIP Code

Telephone No.: _____

Fax No.: _____

Email: _____

Federal Tax ID # or Social Security #: _____

DIR Registration #: _____

Contractor's License No. _____, Classification _____, Expiration date _____ is held by the bidder.

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 total amount bid in the Proposal by 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 City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **June 29, 2016**, for the Work specifically described as follows:

LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT
(PN: W14120602) (B17141321004)

NOW, THEREFORE, if the aforesaid Principal is award 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 _____, 2015.

PRINCIPAL Seal
By: _____

Title

SURETY Seal
By _____

Title

Agent Name and Address

Agent Phone #

Surety Phone #

California License #

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City of
SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials 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. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name		Date	
Prime Contractor Address		Bid Amount	\$
(REQUIRED) Prime Contractor DIR Registration #		Is Prime LBE?	Yes No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes No		\$
Address				
City, State, Zip				
Contact Person				
Phone				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Signature		Date
Title		

*Form Revised
3/9/15*

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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.

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MINIMUM QUALIFICATIONS QUESTIONNAIRE

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 July 31, 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.

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 any time 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**

 - 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

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.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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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 . . .

- 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 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.

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**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

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 LBEs in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager’s designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:
 - 1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either :

- a. a principal business office or workspace; or
- b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an 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) an LBE supplier must furnish materials or equipment 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 an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. 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 an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 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 to each LBE subcontractor or supplier.

No 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 the 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 or equipment 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 materials or equipment 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 or equipment 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 an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an 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 the 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. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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. The Contractor may, no later than five working days after receiving such notice, provide a written request to the 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 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

THIS PAGE INTENTIONALLY BLANK!

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.

For example, if bidder is: (see below)

1. An individual using a firm name, sign: "John Doe, an 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)".

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.

T&S Construction.

Bidder

By:



Title: Vice President

Address: 6108 Hedge Ave

Sacramento, Ca 95829

Date: July 27, 2016

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)

Premium is for Contract Term and is Subject to Adjustment Based on Final Contract Price

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Executed in Duplicate

Bond No.: 106534125
Premium: \$2,279.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to

T&S Construction Co., Inc.
6108 Hedge Ave
Sacramento, Ca 95829

as principal, hereinafter called Contractor, a contract for construction of:

Leisure Lane and Highway 160 Drainage Improvements Project
(PN: W14120602) (B17141321004)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, 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*) : Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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: Two Hundred Fifty Three Thousand One Hundred Seventy Nine (\$253,179.00) 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 the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations 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 obligations, 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 July 27, 2016.

T & S Construction Co., Inc.
(Contractor) (Seal)
By: [Signature]
Title: Vice President

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: [Signature]
Title: Jana B. Pilgard, Attorney in Fact
Agent Name and Address: **See Below

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone #: Joel Buschmann 916-782-6637
Surety Phone #: Art Oliver 916-852-5267
California License # 0G13571
Surety Email: aoliver@travelers.com

**Buschmann, Buschmann & Laux Surety Insurance Services LLC
300 Harding Blvd., Suite 209, Roseville, CA 95678

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On July 25, 2016 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



Premium is for Contract Term and is Subject to Adjustment Based on Final Contract Price

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Executed in Duplicate

Bond No.: 106534125
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:

T&S Construction Co., Inc.
6108 Hedge Ave
Sacramento, Ca 95829

hereinafter called Contractor, a contract for construction of:

Leisure Lane and Highway 160 Drainage Improvements Project
(PN: W14120602) (B17141321004)

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):

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183, 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 Two Hundred Fifty Three Thousand One Hundred Seventy Nine (\$253,179.00) 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 July 27, 2016.

T & S Construction Co., Inc.
(Contractor) (Seal)
By: [Signature]
Title: VICE PRESIDENT

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: [Signature]
Title: Jana B. Pilgard, Attorney in Fact
Agent Name and Address: **See Below

ORIGINAL APPROVED AS TO FORM:
City Attorney

Agent Phone #: Joel Buschmann 916-782-6637
Surety Phone #: Art Oliver 916-852-5267
California License #: 0G13571
Surety Email: aoliver@travelers.com

Effective 7-1-12

**Buschmann, Buschmann & Laux Surety Insurance Services LLC
300 Harding Blvd., Suite 209, Roseville, CA 95678

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On July 25, 2016 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224023

Certificate No. 006415752

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Jana B. Pilgard, and Kathy Rangel

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name

City of Sacramento

Payee

Name

T & S Construction Co., Inc.

SBN or ITN FEIN CA Corp. Id. CA SOS file no.
88-0118410

Address (apt./ste., room, PO box, or P.M.B. no.)

6108 Hedge Avenue

City (if you have a foreign address, see instructions.)

Sacramento

State ZIP code
CA 95829

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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for privacy notice. To request this notice by mail, call 800.852.5711.

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.

Type or print payee's name and title Arthur T. Spinella Telephone 916-381-3052

Payee's signature *Arthur T. Spinella* Date July 27, 2016

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
T & S Construction Co., Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

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.)
6108 Hedge Avenue

City, state, and ZIP code
Sacramento, California 95829

Requester's name and address (optional)

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

			-			-				
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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

8	8	-	0	1	1	8	4	1	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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.

Sign Here Signature of U.S. person ▶  Date ▶ **July 25, 2016**

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. 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)
Page 2 of 2

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Named Insured: T & S Construction Co Inc

Policy Number: UB-OF92868-4-15



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

**ANY PERSON OR ORGANIZATION FOR
WHICH THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/22/16
Insured

Policy No.

Endorsement No.
Premium

Insurance Company American Casualty of Reading PA

Countersigned by Paul F. Ryznarowski

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

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AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 20___, 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:

LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT (PN: W14120602)

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.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

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 **75 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-erectations, 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 the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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 or carried by the Contractor in connection with this Contract.

A. Minimum Scope & 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, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (Contractor initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers’ Compensation insurance shall be required if Contractor completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance.” _____ (Contractor initials)

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 and its

subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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 named in Exhibit A. 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) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor 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: July 27, 2016

By: Arthur T. Spinella

Arthur T. Spinella
Print Name

Vice President
Title

By: _____

Print Name

Title

88-0118410

Federal ID#

21410386

State ID#

83901

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: John F. Shirey, 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:

LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT
(PN: W14120602) (B17141321004)

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 judgement 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 _____, 2016.

(Contractor) (Seal)

By _____

Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

(Surety) (Seal)

By _____

Title _____

Agent Name and Address _____

Agent Phone # _____

Surety Phone # _____

California License # _____

Surety Email: _____

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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 *(here insert full name and address of Contractor)*:

hereinafter called Contractor, a contract for construction of:

LEISURE LANE & HWY 160 DRAINAGE IMPROVEMENTS PROJECT
(PN: W14120602) (B17141321004)

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 _____ 2016.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Name and Address _____
Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

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CALIFORNIA LABOR CODES RELATING TO APPRENTICES ON PUBLIC WORKS
PROJECTS

See info at these webpages: www.dir.ca.gov and/or www.leginfo.ca.gov

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____</p> <p><i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.)</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
OR									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
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. See *What is FATCA reporting?* on page 2 for further information.

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2015 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 _____

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Nonresident Withholding Allocation Worksheet

2015

587

The payee completes this form and returns it to the withholding agent.

Part I Withholding Agent

Withholding agent's name

Address (apt./ste., room, PO Box, or PMB no.)

City (if you have a foreign address, see instructions.)

State ZIP Code

Part II Nonresident Payee

Payee's 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

Nonresident payee's entity type: (Check one)

- Individual/sole proprietor Corporation Partnership Limited liability company (LLC) Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

- Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee) Provides goods and services in California (see Part IV, Income Allocation)
 Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee) Provides services within and outside California (see Part IV, Income Allocation)
 Other (Describe) _____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Nonresident withholding threshold amount:	\$1,500.00		
Backup withholding threshold amount:	\$0.00		

Certification of Nonresident Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Sign Here	Print or type payee's name	Telephone ()
	Payee's signature	Date
	Print or type representative's name and title	Telephone ()
	Authorized representative's signature	Date

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Scope of Work

These Special Provisions cover construction of a detention basin weir structure plus the extension of active storm drain lines and ancillary features. All work shall be performed in accordance with the latest version of the City of Sacramento Standard Specifications for Public Construction, aka the “Standard Specifications” and/or the “CSSS”, except as modified herein. Provide all labor, materials, tools, equipment, and incidentals, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing piping systems as shown on the Plans and as specified herein.

1.02 Shop Drawings & Submittals

In general accordance with CSSS Section 5-7, prepare and submit for review one e-mailed electronic pdf copy (unless noted otherwise) of the following shop drawings and submittals:

1. Construction schedule (pdf and mpp file compatible with Microsoft Project 2010)
2. Record drawings (upon completion of work)
3. Traffic control plans
4. Water quality control plan
5. Proposed pipe/box culvert material and fittings
6. Drainage bypass plans
7. Public notification plan
8. Concrete Mix designs
9. Manhole precast sections and covers
10. Surface restoration seed mixture, and
11. CCTV Inspection DVDs

Be advised, that at the Engineer’s discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.03 Project Signs

Prior to beginning any onsite work, install two (2) project signs (one adjacent to the entry gate for the northside facilities, and one adjacent to the entry gate for the southside facilities). The signs, each approximately 30-inches tall by 54-inches wide, shall be supplied by the City. Location and height of sign installation shall be as directed by the Engineer. In general, install each sign on single posts, with bottom of the sign a minimum of seven (7) feet above surrounding grade, and with the sign panel facing traffic adjacent to the project area. If acceptable to the Engineer, existing sign posts may be used; otherwise, install new posts. Remove each sign and associated post(s) at the end of the project and return the sign panels to the City.

1.04 Project Schedule

Submit a detailed schedule showing all items of work at least ten (10) days prior to initiating onsite construction. The schedule shall be submitted, reviewed and updated in accordance with CSSS Section 7-2. Schedule weekend work in accordance with CSSS Section 7-4.

Per the CDF&W permit (Attachment #2, ¶2.1), the target date to complete work is November 15th. Unless otherwise directed or approved, schedule all finish grading and surface restoration complete on or before this date. In particular, schedule completion of the northside weir as soon as practicable, because with that structure completed, including all backfill and grading, then a work period modification, if necessary, may more readily be granted.

1.05 Materials and Equipment

Exercise care to protect all materials and equipment until the completion and final acceptance of the work, in accordance with CSSS Sections 5-15 thru 5-18, 5-21, and 5-22.

1.06 Permits

Regulatory agency permits required for construction obtained by the City are included in the attachments following these Special Provisions. Conform to all construction coordination, communication, and work activity limitations in these permits.

1.07 Administrative Penalties

City Code Chapter 12.20 establishes administrative penalties for non-compliance with minimum requirements relating to construction activities within the City right of way. Contractor may be assessed an administrative penalty for each violation of any provision addressed by the ordinance, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

Working hours	Public safety and convenience
Traffic control plans	Repair of traffic control systems
Access to private property	Care of existing facilities
Construction area maintenance	Public notification
Maintenance of traffic	Noise levels

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at <http://www.qcode.us/codes/sacramento/>

1.08 Water Quality Control

Comply with CSSS Sections 16-2 and 16-3 and all permit conditions listed in Attachment #'s 2 thru 5. Prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review a minimum of 48 hours prior to start of the work. Do not begin work until an accepted ESC Plan is on file with the Engineer.

In particular, since construction is in and/or adjacent to a drainage channel that flows to the American River, install rocked construction entrances to serve each work site; install inlet protection around any drop inlet on public property within 100 feet of the construction entrances; cover material stockpiles located within 50 feet of the drainage channel with plastic or alternate approved materials in advance of rain; and implement the BMPs described in CSSS Section 16-3.

1.09 Daily Coordination Requirements

In addition to other Contractor responsibilities as detailed in CSSS Section 5-4, the Contractor's representative as approved by City shall meet with City's representative(s) at the job site each working day, once each morning and once each afternoon, for a total of approximately one (1) hour per working day. The purpose of such meetings shall be to maintain close coordination with City staff throughout performance of the Contract, and to address matters including, but not limited to: reviewing the current work day's schedule, updating the City representative on the current working day's completed work, communicating customer notifications, work completed that day, job walks as required by the City representative to rectify anomalies, and identify work scheduled for the next working day.

1.10 Project Closeout

When the project is completed in accordance with the Plans and Specifications, notify the Engineer at which time City will prepare a list of deficient work items, or punch list. After all punch list items have been completed to the satisfaction of the Engineer, and as-built drawings are completed and submitted, a completion report will be prepared in accordance with CSSS Section 8-4.

1.11 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with the project's General Requirements (Special Provision Sections 1 thru 3) shall be considered as included in the prices paid for the various contract bid items, and no additional compensation will be allowed therefor.

****END OF SECTION****

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SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

All pipe and appurtenances constructed as part of this project are to be placed within public rights-of-way and easements. Contractor shall confine his or her operations within the limits of existing right-of-way or easements as much as practicable. There shall be no direct construction vehicle access from the HWY 160 traffic lanes or shoulders to either the northside or southside facilities to be constructed this contract.

City is currently negotiating for an easement and/or right-of entry from Royal Oaks Drive to the facilities north of HWY 160. It is anticipated an access route 12' wide along the City property line north of 1901 Royal Oaks Drive will be obtained. In the event easement conditions are more restrictive than described herein, and/or an alternate access route is required, this will be considered as a Change In The Work per CSSS Section 4-4.

In the event the Contractor encroaches onto adjoining private property, Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between the Contractor and property owners concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the subject property.

2.02 Existing Facilities

Protect and maintain existing utilities per CSSS Section 13 and these Special Provisions. Ensure that utility services to customers in the project area are maintained.

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans. Attention is directed to the provisions in CSSS Section 6-19.

Bear all costs for relocating existing overhead and/or underground utilities done at the Contractor's choice, if not otherwise shown or specified in the Contract Documents to be relocated, including any temporary cut and reconnection costs.

2.03 Existing Site Conditions

Bidders are directed to CSSS Section 2-4 which requires Bidders to examine the project site.

2.04 Handling and Removal of Hazardous or Contaminated Materials

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, stop work on that item, contact the Engineer and schedule operations to work elsewhere on the site, if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
 - c. City of Sacramento Building Code and the Uniform Building Code, 1994 edition.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall relieve the Contractor from responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

2.05 Public Notification of Work

Notify property owners and property management companies adjacent to the project limits in writing at least five (5) working days in advance of beginning work. In particular, notify tenants in the apartments at 2025 and 2029 Royal Oaks Drive; the tenant companies in 1901 Royal Oaks Drive; and management at the Sacramento Red Lion Inn, 500 Leisure Lane. Notices shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letter(s) in Attachment #6.

Comply with the following notice timing requirements:

- Notify five (5) working days prior to commencing any work.
- In the event Contractor returns to a public right of way for additional work after an absence of more than fourteen (14) calendar days, then property owners and residents affected by work shall be re-notified two (2) working days prior to resuming work.

2.06 Maintenance of Traffic, Public Safety, and Convenience

Be aware of all applicable CSSS Sections 6-6 through 6-11, 7-4 and 16-3 requirements. **Do not begin work in any public street until an approved traffic control plan is on file with the Engineer.** In addition, approved traffic control plans shall be kept on hand at the project site at all times while construction within a public street or roadway is in progress.

Ensure that utility services to customers in the project are maintained, and work shall be performed in accordance with the following requirements applicable to all streets:

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Project materials and equipment shall not be stockpiled within the public street right-of-way in excess of an amount representing a ten (10) day supply at current rates of pipe laying or related construction. Equipment and materials shall not front any single address in excess of ten (10) days unless otherwise accepted by the Engineer.
3. Stockpiles within the public right-of-way shall be no higher than 6 ft in height, and shall not impede vehicular traffic, pedestrian traffic, access to residences, or drainage along the curb line. Should stockpiling of materials within the public right-of-way prove to be a nuisance to adjacent residents, the materials and/or equipment shall be moved within two (2) working days following direction by the Engineer.
4. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar days in one location without prior written approval of the Engineer.
5. Provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours' notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.
6. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours' notice in advance of the closure.
7. Maintain current pedestrian access routes at all times except where closures are approved in advance by the Engineer.
8. Work hours shall be between the hours of 7 a.m. and 6 p.m. Monday through Friday, excluding legal holidays. No work shall be done on Saturdays, Sundays or legal holidays, except as described in Section 7-4 of the Standard Specifications and as approved by the Engineer.
9. At night and at other times when work is not in progress, all traffic lanes shall be open to the public for vehicular traffic. Skid-resistant steel plates or other approved methods shall be used to cover any open excavations in roadway(s) during non-working hours.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

Prior to commencing work and/or closing any street or alley, contact the following City Divisions and agencies:

1. Police Communication Center, one (1) working day prior to closure, by calling 264-5471.
2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3082.
3. City Traffic Engineering Services five (5) working days prior to closure by calling 808-5307.
4. City Solid Waste Division five (5) working days prior to closure by calling 808-4952 or fax at 808-4999. The Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.
4. Street Parking five (5) working days prior to closure by calling 808-5579 or fax at 808-7501.
5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the following information shall be provided:

Project name and number	City Inspector's Name and phone number
Contractor's name and 24-hr phone number	Limits of street closure, with street names
City project manager's name	Duration of street closure

****END OF SECTION****

SECTION 3 – GENERAL UTILITY CONSTRUCTION REQUIREMENTS

3.01 Trench Excavation, Shoring, Sheet piling, Bracing, and Backfill

Trench excavation and backfill shall meet the applicable requirements of CSSS Sections 10, 14 and 26, these Special Provisions, and CSSS Standard Detail T-80. As currently planned, there are no pipes in paved areas, so comply with Detail T-80 requirements for material and trench widths below “subgrade” level. Unless otherwise approved or directed, compact all trench backfill and subgrade materials to between 85 and 90-percent relative compaction.

Import material for structure and/or trench backfill required for site grading shall be classified as SM, SP, or ML in accordance with ASTM D2487. Material shall contain less than three percent (3%) by weight organic or other deleterious substances; shall be free of sticks, trash or other debris; and the fine content shall have a plasticity index of twelve (12) or less when tested in accordance with ASTM D4318. Before placing the material, moisture condition the material as appropriate to facilitate compaction.

3.02 Pavement Cutting and Surface Restoration

In the event pavement cutting is required, then conform to the applicable provisions of CSSS Section 26-11 and these Special Provisions. Pavement cutting, if required, shall be perpendicular and parallel to the centerline of the road when practicable. Restore surfaces in kind (using the same surface material as existing). Include the costs for performing pavement cutting and surface restoration in the costs of the associated item of work that requires excavation. No separate payment will be made for surface restoration.

For surface restoration following finish site grading, apply non-irrigated hydro-seed to all bare dirt and disturbed areas within the construction area in accordance with CSSS Section 35-11.

3.03 Closed Circuit Television Inspection of Storm Drain Facilities

Inspect all pipes and the box culvert installed this contract utilizing a remote closed circuit in-line television (CCTV) camera. CCTV inspections shall be conducted after all utilities have been installed and backfill compaction has been completed.

Before performing CCTV inspections, clean pipes as necessary to remove standing water and to remove solids, debris, grease, and/ or grit from the inside of the pipe between access points.

Notify the Engineer two (2) working days in advance of the anticipated date of CCTV inspection so that Engineer may observe the CCTV inspection operations.

Perform all CCTV inspection in accordance with NASSCO’s Pipeline Assessment Certification Program (PACP). CCTV inspections shall be conducted entirely in digital format and shall be recorded in MPG or AVI format written to DVD and shall be compatible with the Granite XP software (version 3.7.4 or City’s current version). CCTV inspection shall match within +/- 2 (two) feet of the measured linear footage along the pipe centerline between entry and exit point locations.

Documentation shall consist of one or more DVDs that show all features encountered during inspection. The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, service connection, etc., but should not, at any time, be faster than 30 feet per minute. Position the CCTV camera in the center of the pipe to provide maximum clarity, and provide accurate distance measurements to all features. Footage measurements shall be displayed continuously on the video. Submit the DVD(s) to

the Engineer for review and approval prior to pipe acceptance by the City.

Identify the section of pipe to be inspected at the beginning of each video. Information to display shall include: project name, street name, City manhole numbers, inspector's name, pipe diameter and length, and date of inspection. In addition to inspecting the pipe, pan all manholes with the CCTV camera.

3.04 Maintaining Water, Sewer & Drainage Flows

Maintain sewer, water, and drainage flows, including temporary bypasses in accordance with CSSS Section 13-2 and these Special Provisions. Furnish all materials, labor, equipment, power, maintenance, etc. to implement the necessary flow control and/or diversion around and/or through the work area. Submit a flow control plan to the Engineer for approval a minimum of ten (10) working days prior to controlling flows. Do not begin onsite work until an approved plan is on file with the Engineer. Upon completing work that required a flow control and/or diversion system, disturbed areas shall be cleaned and restored to a condition equal to or better than that which existed prior to starting the work.

3.05 Tree Preservation Requirements

Protect trees within the project area by the following means:

1. Do not cut limbs or work within the drip line of any tree that can be avoided.
2. Hire an International Society of Arboriculture (ISA) certified arborist (project arborist) to do any required pruning for equipment clearance, and for a root inspection(s) for trenching activities within the dripline(s) of the trees.
3. If during excavation for the project, tree roots greater than two inches in diameter are encountered, stop work immediately until the project arborist can perform an on-site inspection. If root cutting cannot be avoided, make clean cuts and apply supplemental irrigation/fertilization as recommended by the project arborist.
4. Contractor is liable for any construction damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of trees. Damages will be assessed using the *Guide to Plant Appraisal*, eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.
5. City Arborist can be contacted through the City's dispatch by dialing 311, or (916) 264-5011 if outside the City, or via email at urbanforestry@cityofsacramento.org. Contractor's arborist shall coordinate with the City Arborist for work on or around any "protected tree" meeting the following requirements:
 - a. A tree of any species with a trunk circumference of one hundred (100) inches or more, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species.
 - b. Any native *Quercus* species, *Aesculus California* or *Platanus Racemosa*, having a circumference of thirty-six (36) inches or greater when a single trunk, or a cumulative circumference of thirty-six (36) inches or greater when a multi-trunk, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species
6. A permit is required for any work on a "protected tree". Permit applications are found on the City of Sacramento Public Works website. A copy of the tree permit shall be kept at the site of the work and shall be shown to any representative of the City of Sacramento or any law enforcement officer, at any time requested.

3.06 Archaeological Resource Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and the Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

Discovery of Native American site. If a Native American site is discovered during project construction, the Contractor shall give immediate notice to the City's Project Manager, and the evaluation process shall include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archaeologists.

Discovery of human remains. If a human bone or bone of unknown origin is found during construction, the Contractor shall give immediate notice to the City's Project Manager, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the City's Project Manager and Contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

****END OF SECTION****

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SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Mobilization

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Include as part of this item preconstruction photos performed in general conformance with CSSS Section 11, except that no separate payment will be made for them. Photos should, in particular, document roadway conditions where access to/from the sites is obtained; chain link conditions adjacent to the work sites; and existing Caltrans headwall conditions where new connections are to be made.

Compensation for mobilization in excess of ten (10) percent of the total amount of all other bid items shall be paid with the progress payment when all other work items are 100 percent complete.

Payment for mobilization shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item.

Item No. 2 Northside Weir Structure

This item shall consist of constructing the reinforced concrete weir structure on the north side of HWY 160, complete, in-place, and operational. Construction shall include all required demolition; extensions of the existing 3x4-foot box culvert/ the existing 60-inch diameter RCP storm drain/ and the existing 36-inch diameter storm drain; all required excavation, backfill, finish grading, and surface restoration seeding; fabrication and installation of the stop logs and trashrack; plus all ancillary features as shown on the plans and as specified herein.

Furnishing, placing, and installing Class “B” concrete and Grade 60 reinforcement in the Weir Structure and the box culvert extension shall conform to CSSS Sections 20 and 21, except that there will be no separate measurement or payment for the quantity of concrete placed.

Extensions of the storm drain pipes shall conform to CSSS Section 26. The existing 36-inch diameter storm drain pipe is plain uncoated and unlined Sch 40 steel pipe with a nominal 34-inch inside diameter. At the contractor’s option, extend the steel pipe with one piece of the exact same sized unlined/uncoated steel pipe with a welded joint at the connection, or fabricate one piece of cement mortar lined and coated welded steel pipe with a rubber gasketed joint sized to slip over the existing pipe at the connection. Cement mortar lined and coated steel pipe shall be fabricated in conformance with CSSS Section 10-28.1 so as to match the existing steel pipe inside diameter, except that the minimum cylinder thickness shall be ¼-inch (3-gauge), with a minimum 2 foot depth of bury and no internal operating pressure.

Layout and fabrication of the weir structure trashrack shall be in accordance with the AISC Manual of Steel Construction. Material for bars, angles, and similar items shall be ASTM A36 or ASTM A283 grade steel. Welding materials and quality of welds shall be in accordance with the applicable requirements of AWS D1.1 and AWS A5.18, all performed by a qualified welders. Hot dip the panels after fabrication in accordance with ASTM A123.

Payment for the Northside Weir Structure shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item.

Item No. 3 Transition Manhole

This item shall consist of constructing the concrete transition manhole structure on the south side of HWY 160, complete, in-place, and operational. Construction shall include all required excavation, backfill, concrete, finish grading, dowels, and surface restoration seeding; fabrication and installation of the precast top; plus placement of all internal channelization as shown on the plans, as specified herein, or as directed by the Engineer.

Furnishing, placing, and installing Class "B" concrete in the manhole shall conform to CSSS Section 20, except that there will be no separate measurement or payment for the quantity of concrete placed. The cast iron manhole frame and cover embedded in the precast cover shall be size compatible with City standard 36-inch diameter manhole Cover B as dimensioned on CSSS Dwg No. S-150.

Payment for the Transition Manhole shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 4 54-inch RCP Bend

This item shall consist of furnishing and installing the fabricated RCP bend on the south side of HWY 160, complete and in-place. Installation, to be performed in accordance with CSSS Section 26, shall include all required excavation, backfill, finish grading, and surface restoration seeding; as shown on the plans and as specified herein.

To facilitate delivery, it is anticipated this will be two back to back "Three Piece" fabricated elbows. A concept sketch for part of the elbow is included in Attachment #1. The upstream end of the elbow shall be plain end, but the joints between the two elbow pieces and the downstream 54-inch diameter RCP shall be rubber gasketed bell and spigot joints. The RCP pipe pieces and gasketed joints shall be in accordance with CSSS Section 10-19.4.e for Class III RCP. Submit a shop drawing for approval prior to fabrication.

Payment for the 54-inch RCP Bend shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 5 54-inch Class III RCP

Furnish and install Class III RCP on the south side of HWY 160, complete and in-place, in accordance with CSSS Section 26. Installation shall include all required excavation, backfill, finish grading, CCTV inspection, and surface restoration seeding; as shown on the plans and as specified herein.

All pipe shall have bell and spigot joints with elastomeric gaskets providing a water tight seal.

Payment shall be at the unit price bid per lineal foot installed, as measured on the surface, and

shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place.

Item No. 6 54-inch Flared End Section

Furnish and install the Flared End Section on the south side of HWY 160, complete and in-place, in accordance with CSSS Section 26. Installation shall include all required excavation, backfill, finish grading, CCTV inspection, and surface restoration seeding; as shown on the plans and as specified herein.

Unless otherwise approved, the end section shall have a bell joint with elastomeric gaskets that is compatible with the adjacent RCP spigot end so as to provide a water tight seal.

Payment shall be at the lump sum price bid per flared end section, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place.

Item No. 7 Concreted Rock Slope Protection

Furnish and install rounded cobbles, well graded from 3-inch minimum to 12-inch maximum, with concrete binder, so as to match remaining adjacent sideslopes with concreted rock slope protection. Place rock atop slope protection fabric in general accordance with Caltrans standard specification sections 72-3 (method B placement), except for the method of payment.

Excavate a footing trench at least 1-foot deep. Concreted rock layer when completed shall have a finished slope of 2:1, and shall be at least 12 inches thick normal to the slope.

Payment shall be at the unit price bid per square foot of concreted rock slope protection placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 8 Rock Slope Protection

Furnish and install facing class rock (method B placement) in the bottom of the drainage channel where shown and/or directed. Place rock atop slope protection fabric in general accordance with Caltrans standard specification sections 72-2.02B and 72-2.02C, except for the method of payment.

Rock layer thickness shall be nominal 2-feet (not less than 15 inches). Unless otherwise directed, excavate existing channel bottom sediments as required so that top of rock is not above invert elevation of new flared end section.

Payment shall be at the unit price bid per square foot of rock slope protection placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

****END OF SPECIAL PROVISIONS****

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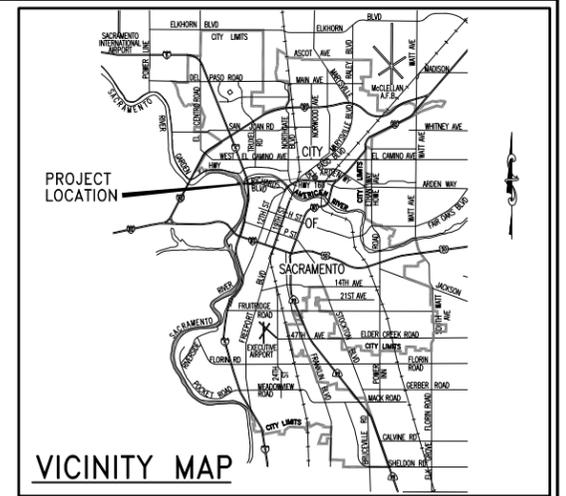
PLANS

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GENERAL NOTES

- CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007, PLUS ALL ADDENDA, AND THE PROJECT TECHNICAL SPECIFICATIONS.
- THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR MUST SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
- FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, PROVIDE PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. IN ACCORDANCE WITH ALL APPROPRIATE LAWS, INCLUDING BUT NOT LIMITED TO CALIFORNIA GOVERNMENT CODE 4216. TAKE PROPER CARE WHEN EXCAVATING NEAR AND LOCATING UNDERGROUND UTILITIES.
- LIMIT DEMOLITION TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY CONTRACTORS OPERATIONS.
- PROTECT EXISTING TREES. ANY TREE DAMAGED MUST BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- AT THE TIME THE CONTRACT IS AWARDED, CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- CALL PG&E 48 HOURS IN ADVANCE TO REQUEST "STANDBY" WHEN WORKING NEAR (WITHIN 5') OR CROSSING HIGH PRESSURE FEEDER GAS MAINS. CONTACT PG&E BY CALLING 386-5153.
- MAINTAIN RECORD DRAWINGS FOR ALL UNDERGROUND WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS AND SHALL BE DELIVERED TO THE CITY PRIOR TO CONSIDERATION OF THE ACCEPTANCE OF WORK.
- PRESERVE ALL EXISTING SURVEY MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS. RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

CITY OF SACRAMENTO IMPROVEMENT PLANS FOR LEISURE LANE & HIGHWAY 160 DRAINAGE IMPROVEMENTS PROJECT



APPROVED BY: Brett Grant 6-6-16
 BRETT GRANT R.C.E. 58964 DATE
 SUPERVISING ENGINEER - DEPARTMENT OF UTILITIES

APPROVED BY: Vern Fields 6-6-16
 VERN FIELDS FOR DOUG HENRY DATE
 CONSTRUCTION COORDINATOR - DEPARTMENT OF UTILITIES

INDEX OF SHEETS

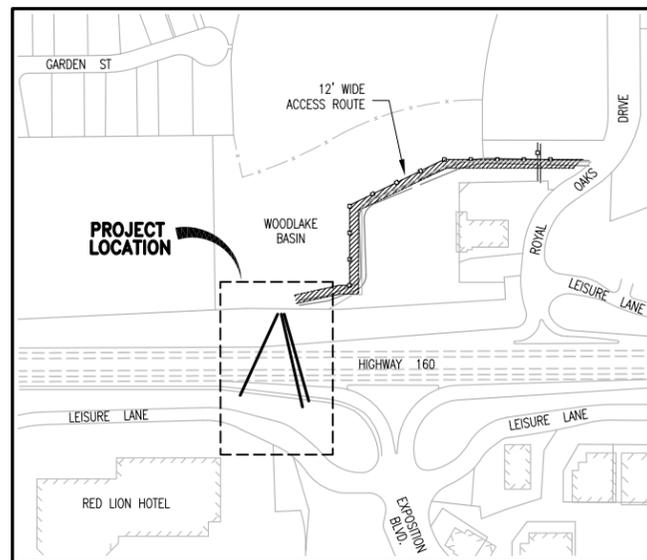
- 1 G-1 COVER SHEET
- 2 C-1 OVERALL SITE PLAN
- 3 C-2 NORTHSIDE WEIR STRUCTURE PLAN & GRADING
- 4 C-3 SOUTHSIDE PLAN & PROFILE
- 5 C-4 WEIR STRUCTURE DETAILS
- 6 C-5 WEIR STRUCTURE TRASHRACK DETAILS
- 7 C-6 TRANSITION MH PLAN AND DETAILS

LEGEND

EXISTING	PROPOSED
NO. 22 DRAIN INLET	NO. 22 DRAIN INLET
TYPE B DROP INLET	TYPE B DROP INLET
MANHOLE	MANHOLE
COMBINED SEWER MAIN	COMBINED SEWER MAIN
SANITARY SEWER MAIN	SANITARY SEWER MAIN
STORM DRAINAGE MAIN	STORM DRAINAGE MAIN
SEWER SERVICE W/CLEANOUT	SEWER SERVICE W/CLEANOUT
WATER MAIN	WATER MAIN
WATER MAIN W/BLOW-OFF	WATER MAIN W/BLOW-OFF
WATER MAIN W/AIR RELEASE VALVE	WATER MAIN W/AIR RELEASE VALVE
WATER MAIN W/GATE VALVE	WATER MAIN W/GATE VALVE
WATER MAIN W/BUTTERFLY VALVE	WATER MAIN W/BUTTERFLY VALVE
CORROSION MONITORING TEST STATION	CORROSION MONITORING TEST STATION
STANDARD FIRE HYDRANT	STANDARD FIRE HYDRANT
WHARF FIRE HYDRANT	WHARF FIRE HYDRANT
WATER SERVICE & METER BOX	WATER SERVICE & METER BOX
WATER SERVICE & CURB STOP	WATER SERVICE & CURB STOP
WATER SERVICE & CORP STOP	WATER SERVICE & CORP STOP
BACKFLOW PREVENTER	BACKFLOW PREVENTER
CURB, GUTTER & SIDEWALK	CURB, GUTTER & SIDEWALK
CENTER LINE	CENTER LINE
RIGHT-OF-WAY	RIGHT-OF-WAY
GAS MAIN & GAS VALVE	GAS MAIN & GAS VALVE
ELECTRICAL CONDUIT	ELECTRICAL CONDUIT
POWER POLE W/GUY WIRE	POWER POLE W/GUY WIRE
TELEPHONE CONDUIT	TELEPHONE CONDUIT
CABLE BOX/POD	CABLE BOX/POD
STREET LIGHT	STREET LIGHT
ELEVATION	ELEVATION
FENCE	FENCE
BENCH MARK	BENCH MARK
SIGN	SIGN
BOLLARD GATE POST OR POST	BOLLARD GATE POST OR POST
ADDRESS	ADDRESS
PLUG OR CAP	PLUG OR CAP
PIPE TO ABANDON	PIPE TO ABANDON
PIPE TO REMOVE	PIPE TO REMOVE
BUILDING	BUILDING
RAILROAD	RAILROAD
TREE OR BUSH	TREE OR BUSH

STANDARD ABBREVIATIONS

A.B.	AGGREGATE BASE	EL. or ELEV.	ELEVATION	Pi	POINT OF INTERSECTION
ABD	ABANDONED	EMTR	ELECTRICAL METER	PL or R	PROPERTY LINE
A.C.	ASPHALT CONCRETE	EP or EOP	EDGE OF PAVEMENT	PP	POWER POLE
APPROX.	APPROXIMATE	(E), EXIST.	EXISTING	PCC	PORTLAND CONCRETE
AT&T	AT&T TELECOMMUNICATIONS	FA	FIRE ALARM	(P), PROP.	PROPOSED
AVE.	AVENUE	FES	FLARED END SECTION	PVC	POLY VINYL CHLORIDE
BC	BEGIN CURVE	FG	FINISHED GRADE	PED	PEDESTAL
BTWN	BETWEEN	FH	FIRE HYDRANT	R or RT.	RADIUS OR RIGHT
BLDG	BUILDING	FL or E	FLOW LINE	RCP	REINFORCED CONC. PIPE
BOC	BACK OF CURB	FM	FORCE MAIN	R/W, ROW	RIGHT-OF-WAY
CAB	CABINET	FO	FIBER OPTIC	S=	SLOPE EQUALS
C&G	CURB AND GUTTER	FOC	FACE OF CURB	SD	STORM DRAIN
CG&S	CURB, GUTTER AND SIDEWALK		GAS	SDMH	STORM DRAIN MANHOLE
CL or E	CENTER LINE	G.B.	GRADE BREAK	SDWK	SIDEWALK
CH	CHORD	GMTR	GAS METER	SECT.	SECTION
CI	CAST IRON	G.V.	GATE VALVE	SHT.	SHEET
CO	CLEANOUT	IE	INVERT ELEVATION	SS	SANITARY SEWER
CONC.	CONCRETE	JP	JOINT POLE	SS SVC	SANITARY SEWER SERVICE
CONST.	CONSTRUCT	L=	LENGTH EQUALS	STA.	STATION
CTV	CABLE TV	L.F.	LINEAR FEET	STD.	STANDARD
CR LT.	CURVE RETURN LEFT	LOC	LOCATE	T or TEL	TELEPHONE
CS	COMBINED SEWER	LT. or L	LEFT	TOB	TOP OF BANK
CSSS	CITY OF SACRAMENTO STANDARD SPECIFICATIONS	MFG.	MANUFACTURER	TYP.	TYPICAL
CSMH	COMBINATION SEWER MH	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
D.B.	DITCH BOX	MB	MAILBOX	W	WATER
DI	DROP INLET	MAX., MIN.	MAXIMUM, MINIMUM	WKWY	WALKWAY
DIA, Ø	DIAMETER	No.	NUMBER	WSP	WELDED STEEL PIPE
DRWY	DRIVEWAY	N.T.S.	NOT TO SCALE	WV	WATER VALVE
DWG	DRAWING	OG	ORIGINAL GROUND	< or AP	ANGLE POINT
EC	END CURVE	PB	PULL BOX		
		PE	PLAIN END		



LOCATION MAP

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

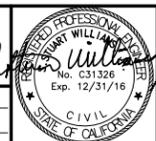
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FIELD BOOK

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V: N/A	

**CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES**

DESIGNED BY: S. WILLIAMS
 CHECKED BY: B. GRANT
 DATE: 6-7-16
 R.C.E. NO. 31326
 DATE: 6-7-16
 R.C.E. NO. 58964
 DATE: 6-7-16



IMPROVEMENT PLANS FOR:
**LEISURE LANE & HIGHWAY 160
 DRAINAGE IMPROVEMENTS
 COVER SHEET**

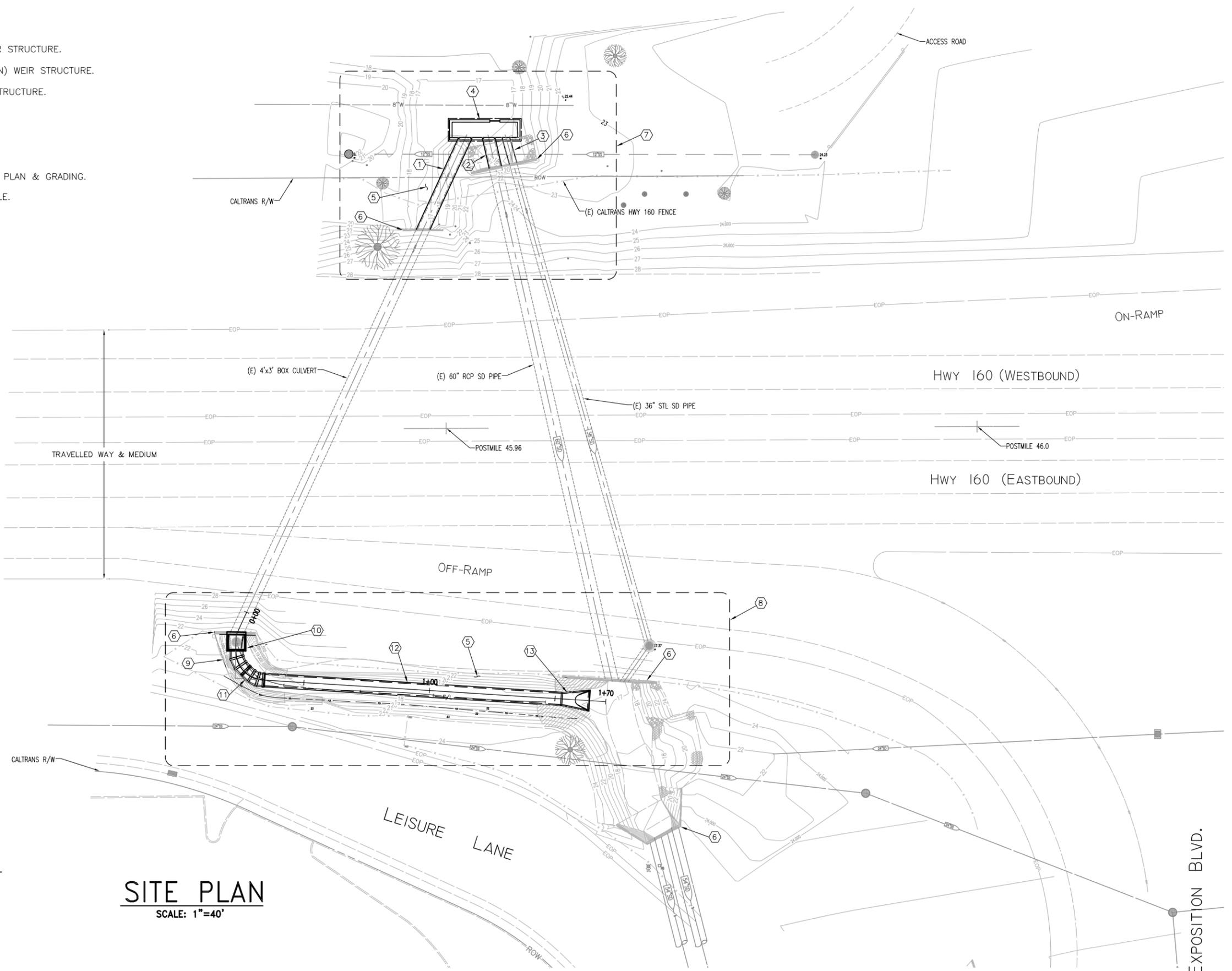
DWG. NO. **G-1**
 SHEET **1** OF **7**

PN: W14120602

PN: W14120602

NOTES:

- ① EXTEND (E) CALTRANS STD BOX CULVERT TO (N) WEIR STRUCTURE.
- ② EXTEND (E) 60"Ø RCP WITH 60"Ø CLASS 3 RCP TO (N) WEIR STRUCTURE.
- ③ EXTEND (E) 36"Ø WELDED STEEL PIPE TO (N) WEIR STRUCTURE.
- ④ INSTALL (N) NORTHSIDE WEIR STRUCTURE.
- ⑤ FILL TO BE PLACED FOR (N) GRADING.
- ⑥ (E) HEADWALL
- ⑦ SEE DWG. NO. C-2 FOR NORTHSIDE WEIR STRUCTURE PLAN & GRADING.
- ⑧ SEE DWG. NO. C-3 FOR SOUTHSIDE PLAN AND PROFILE.
- ⑨ DEMO (E) GUNITE LINING TO (E) HEADWALL
- ⑩ (N) TRANSITION MANHOLE
- ⑪ (N) 54"Ø CLASS 3 RCP FABRICATED BEND
- ⑫ (N) 54"Ø CLASS 3 RCP
- ⑬ CALTRANS STD D94B FLARED END SECTION



SITE PLAN
SCALE: 1"=40'

R:\GIS\3D Projects\W14120602 Leisure Lane at Hwy 160

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 42.242
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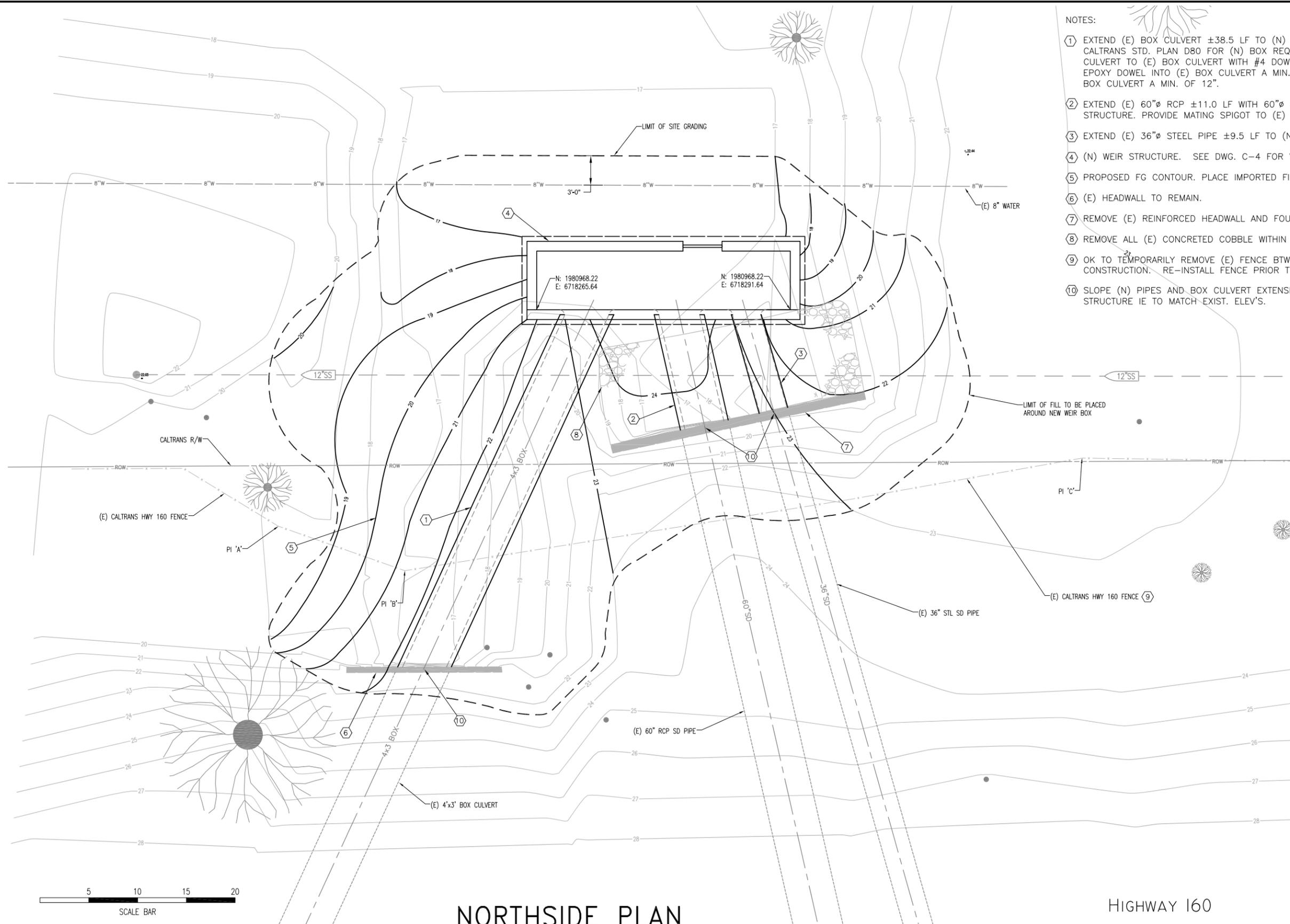
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: C. YEE	DESIGNED BY: S. WILLIAMS	CHECKED BY: B. GRANT
DATE: 6-7-16	R.C.E. NO. 31326 DATE: 6-7-16	R.C.E. NO. 58964 DATE: 6-7-16



IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
SITE PLAN

GIS GRID NO. Y18	DWG. NO. C-1
	SHEET 2 OF 7
	PN: W14120602



- NOTES:
- ① EXTEND (E) BOX CULVERT ±38.5 LF TO (N) WEIR STRUCTURE. SEE CALTRANS STD. PLAN D80 FOR (N) BOX REQUIREMENTS. SPLICE (N) BOX CULVERT TO (E) BOX CULVERT WITH #4 DOWELS @ 12" O.C. AROUND BOX. EPOXY DOWEL INTO (E) BOX CULVERT A MIN. OF 4" AND CAST INTO (N) BOX CULVERT A MIN. OF 12".
 - ② EXTEND (E) 60"Ø RCP ±11.0 LF WITH 60"Ø CLASS 3 RCP TO (N) WEIR STRUCTURE. PROVIDE MATING SPIGOT TO (E) BELL.
 - ③ EXTEND (E) 36"Ø STEEL PIPE ±9.5 LF TO (N) WEIR STRUCTURE.
 - ④ (N) WEIR STRUCTURE. SEE DWG. C-4 FOR WEIR STRUCTURE DETAILS.
 - ⑤ PROPOSED FG CONTOUR. PLACE IMPORTED FILL FOR (N) GRADING.
 - ⑥ (E) HEADWALL TO REMAIN.
 - ⑦ REMOVE (E) REINFORCED HEADWALL AND FOUNDATION.
 - ⑧ REMOVE ALL (E) CONCRETED COBBLE WITHIN SITE GRADING LIMITS.
 - ⑨ OK TO TEMPORARILY REMOVE (E) FENCE BTWN PI 'A' AND 'C' FOR CONSTRUCTION. RE-INSTALL FENCE PRIOR TO CLOSEOUT.
 - ⑩ SLOPE (N) PIPES AND BOX CULVERT EXTENSION UNIFORMLY FROM WEIR STRUCTURE IE TO MATCH EXIST. ELEV'S.



NORTHSIDE PLAN

HIGHWAY 160

PN: W14120602

REVISIONS			
NO.	DESCRIPTION	DATE	BY

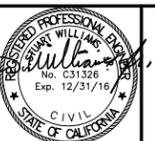
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V:	n/a

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

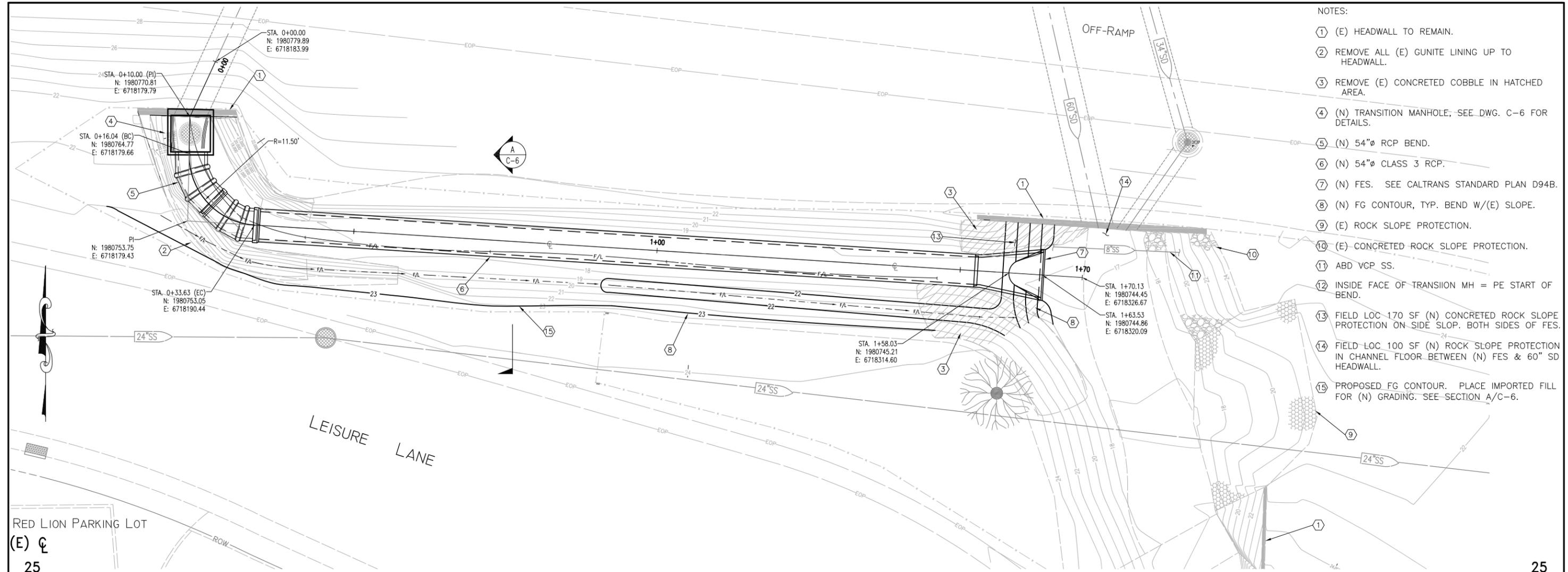
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DRAWN BY: C. YEE	DESIGNED BY: S. WILLIAMS	CHECKED BY: B. GRANT
DATE: 6-7-16	R.C.E. NO. 31326 DATE: 6-7-16	R.C.E. NO. 58964 DATE: 6-7-16

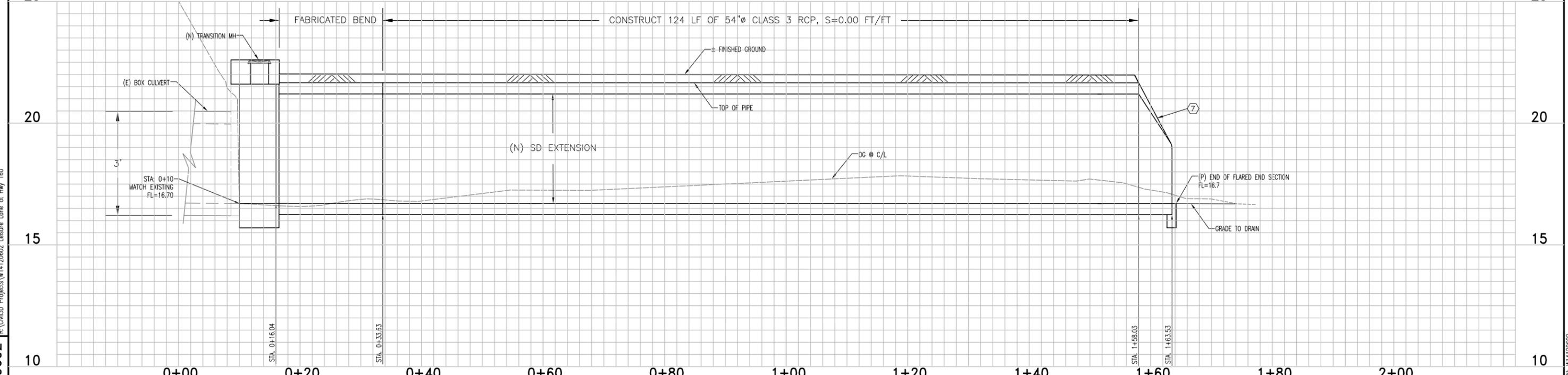


IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
NORTHSIDE WEIR STRUCTURE PLAN & GRADING

GIS GRID NO. 118	DWG. NO. C-2
	SHEET 3 OF 7
	PN: W14120602



- NOTES:
- ① (E) HEADWALL TO REMAIN.
 - ② REMOVE ALL (E) GUNITE LINING UP TO HEADWALL.
 - ③ REMOVE (E) CONCRETED COBBLE IN HATCHED AREA.
 - ④ (N) TRANSITION MANHOLE, -SEE DWG. C-6 FOR DETAILS.
 - ⑤ (N) 54"Ø RCP BEND.
 - ⑥ (N) 54"Ø CLASS 3 RCP.
 - ⑦ (N) FES. SEE CALTRANS STANDARD PLAN D94B.
 - ⑧ (N) FG CONTOUR, TYP. BEND W/(E) SLOPE.
 - ⑨ (E) ROCK SLOPE PROTECTION.
 - ⑩ (E) CONCRETED ROCK SLOPE PROTECTION.
 - ⑪ ABD VCP SS.
 - ⑫ INSIDE FACE OF TRANSITION MH = PE START OF BEND.
 - ⑬ FIELD LOC 170 SF (N) CONCRETED ROCK SLOPE PROTECTION ON SIDE SLOP. BOTH SIDES OF FES.
 - ⑭ FIELD LOC 100 SF (N) ROCK SLOPE PROTECTION IN CHANNEL FLOOR BETWEEN (N) FES & 60" SD HEADWALL.
 - ⑮ PROPOSED FG CONTOUR. PLACE IMPORTED FILL FOR (N) GRADING. SEE SECTION A/C-6.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK
 DESCRIPTION: 297-J9A
 ELEV. 42.242
 USC & GS MONUMENT STAMPED "U1199" ON THE NE CORNER OF SOUTHER PACIFIC RAILROAD OVERCROSSING AT HWY 160 NEAR FEE DRIVE.
 THIS IS A PRIMARY BENCHMARK

FIELD BOOK
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 ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: C. YEE
 DATE: 6-7-16

DESIGNED BY: S. WILLIAMS
 R.C.E. NO. 31326
 DATE: 6-7-16

CHECKED BY: B. GRANT
 R.C.E. NO. 58964
 DATE: 6-7-16

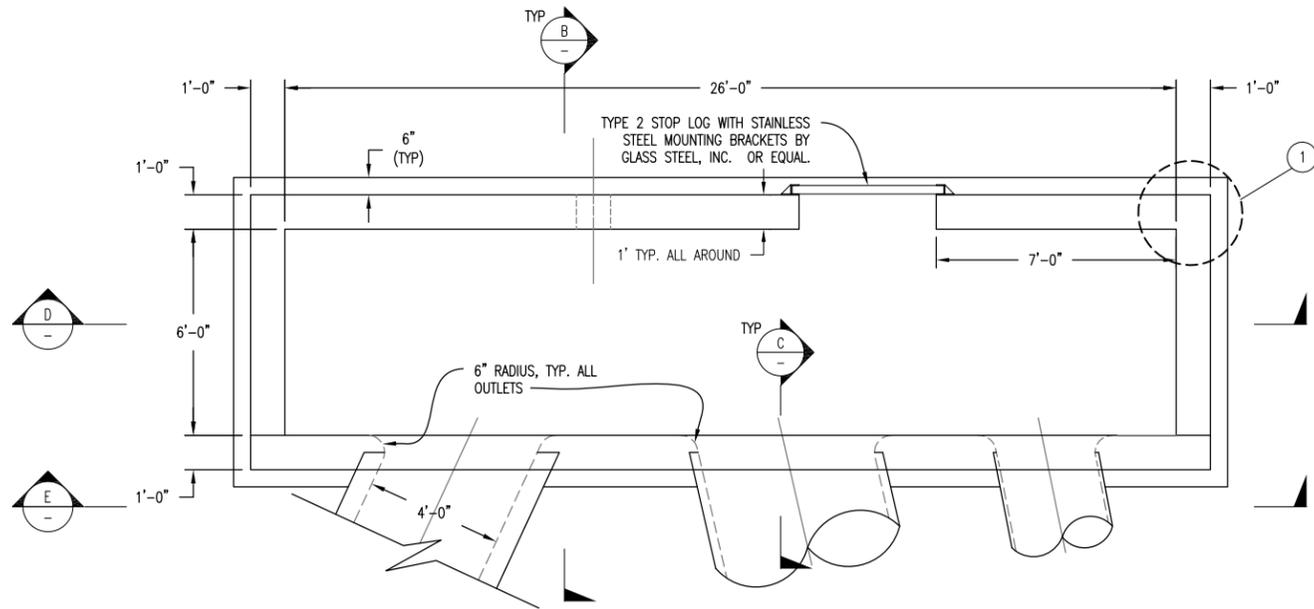


IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
SOUTHSIDE PLAN AND PROFILE

GIS GRID NO. Y18
 DWG. NO. C-3
 SHEET 4 OF 7
 PN: W14120602

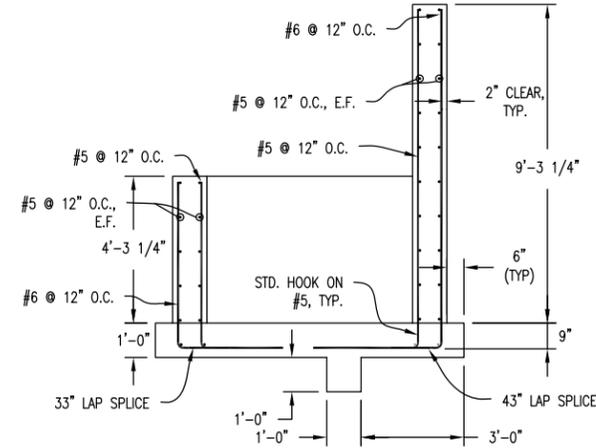
R:\Civ3D\Projects\W14120602 Leisure Lane at Hwy 160

PN: W14120602

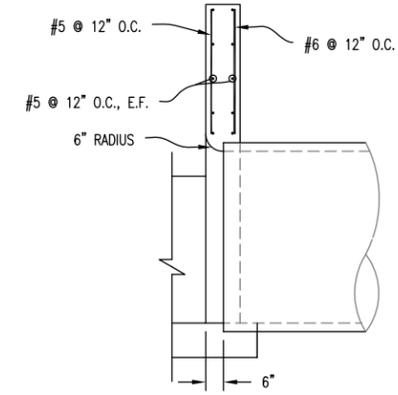


WEIR STRUCTURE PLAN
Scale: 3/8" = 1'

NOTE: TRASHRACK NOT SHOWN FOR CLARITY, SEE DWG. NO. C-5 FOR DETAILS.



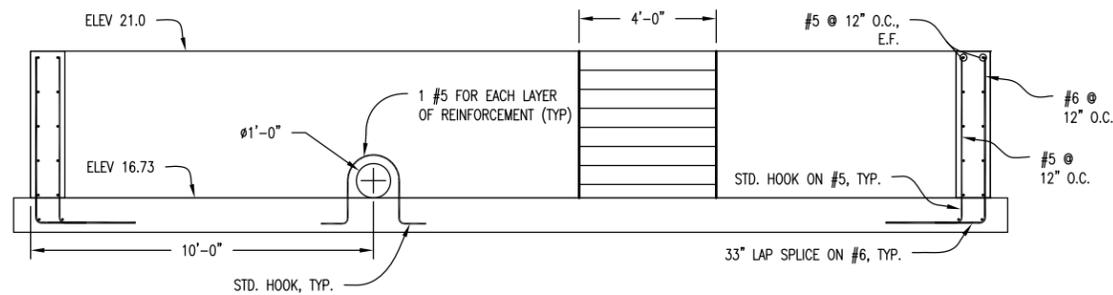
SECTION B - WALL REINFORCEMENT
Scale: 3/8" = 1'



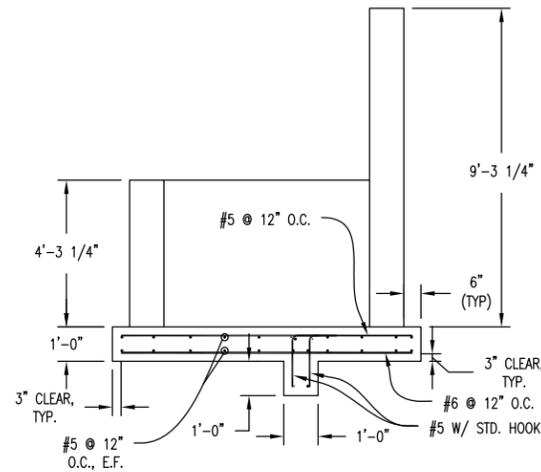
SECTION C
NTS

REINFORCEMENT NOTES:

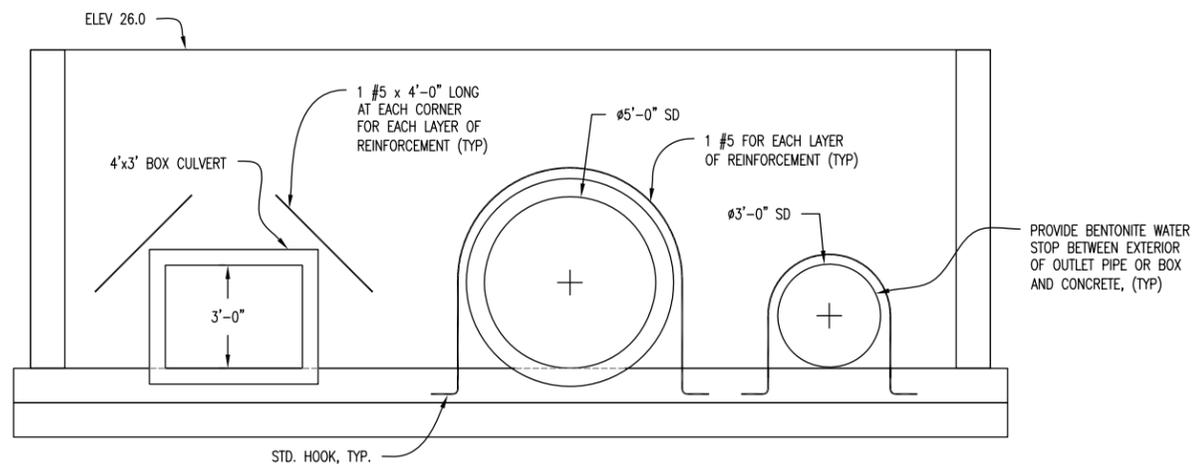
1. PLACE CONTINUOUS #5 AT EACH HOOK LOCATION AS SHOWN.



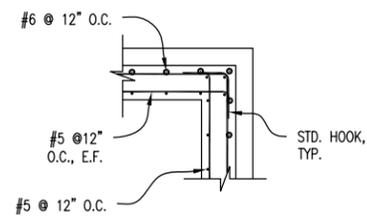
SECTION D
Scale: 3/8" = 1'



SECTION B - BASE REINFORCEMENT
Scale: 3/8" = 1'



SECTION E
Scale: 3/8" = 1'



Detail 1
Scale: 3/8" = 1'

LEISURE LANE & HIGHWAY 160 DRAINAGE IMPROVEMENTS
R:\Civil3D\Projects\W14120602\Leisure Lane at Hwy 160

PN: W14120602

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 42.242
DESCRIPTION: 297-J9A	
USC & GS MONUMENT STAMPED "U1199" ON THE NE CORNER OF SOUTHER PACIFIC RAILROAD OVERCROSSING AT HWY 160 NEAR FEE DRIVE. THIS IS A PRIMARY BENCHMARK	

FIELD BOOK	1467
SCALE:	1" = 30'
H: n/a	
V: n/a	
ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"	

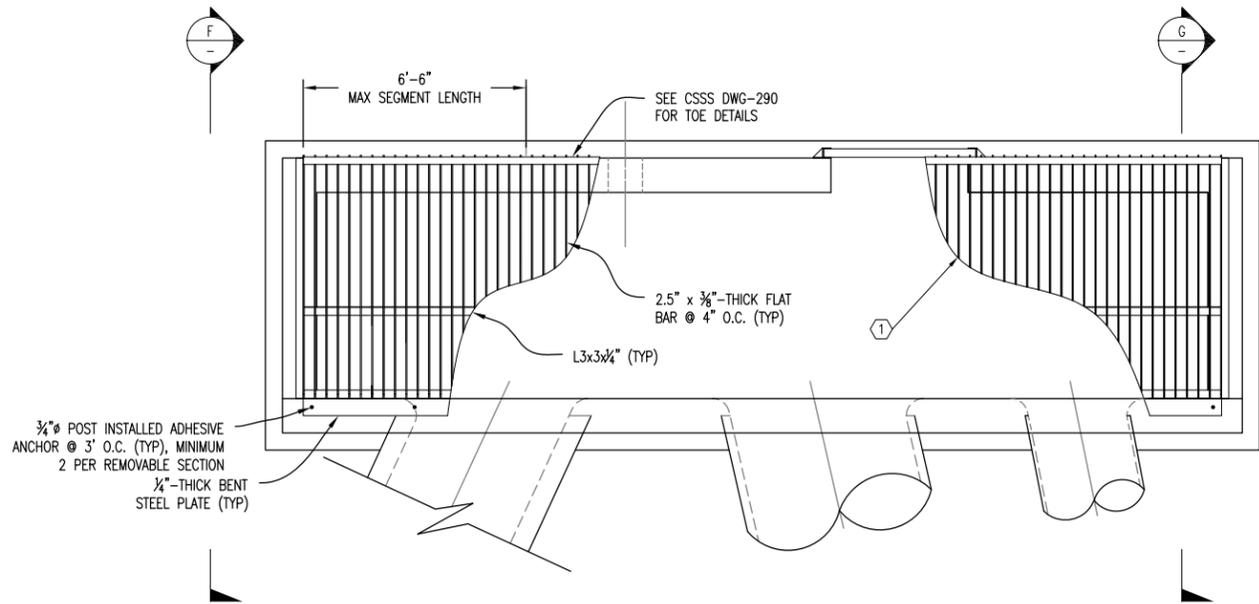
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: S. WILLIAMS
DRAWN BY: C. YEE
CHECKED BY: B. GRANT
DATE: 6-7-16
R.C.E. NO. 31326
R.C.E. NO. 58964

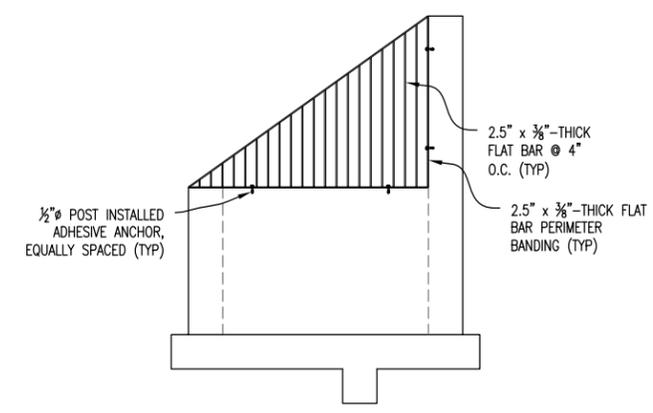


IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
WEIR STRUCTURE DETAILS

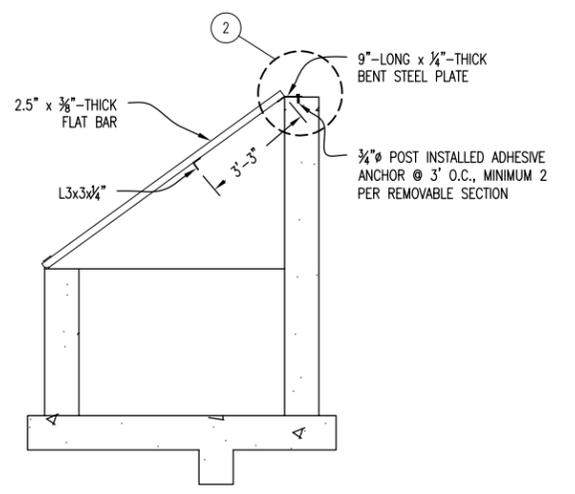
GIS GRID NO. T18	PN: W14120602	DWG. NO. C-4
		SHEET 5 OF 7



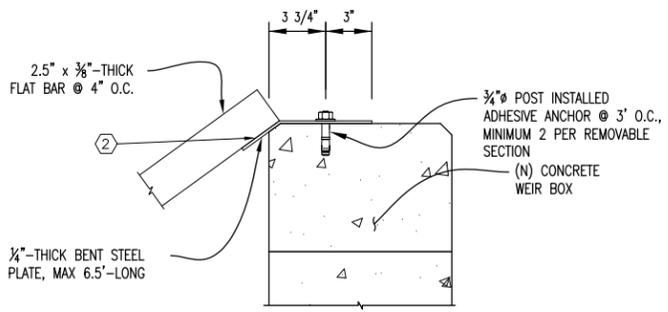
WEIR STRUCTURE PLAN WITH TRASHRACK
Scale: 3/8" = 1'



SECTION F
Scale: 3/8" = 1'



SECTION G
Scale: 3/8" = 1'



Detail 2
Scale: 2" = 1'

- NOTES:
- ① (N) TRASHRACK WITH MAXIMUM 6.5'-LONG REMOVABLE SECTIONS. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. HOT DIP GALVANIZE TRASH RACK AFTER FABRICATION.
 - ② WELD BOTH SIDES OF 2.5" x 3/8"-THICK FLAT BAR TO ANGLE IRON & FLAT BARS WITH 1/8" FILLET.

LEISURE LANE & HIGHWAY 160 DRAINAGE IMPROVEMENTS
R:\Civil3D Projects\W14120602 Leisure Lane at Hwy 160
PN: W14120602

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 42.242
DESCRIPTION: 297-J9A	
USC & GS MONUMENT STAMPED "U1199" ON THE NE CORNER OF SOUTHER PACIFIC RAILROAD OVERCROSSING AT HWY 160 NEAR FEE DRIVE. THIS IS A PRIMARY BENCHMARK	

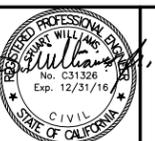
FIELD BOOK	1467
SCALE:	1" = 1'
H: n/a	
V: n/a	

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: S. WILLIAMS
DRAWN BY: C. YEE
DATE: 6-7-16

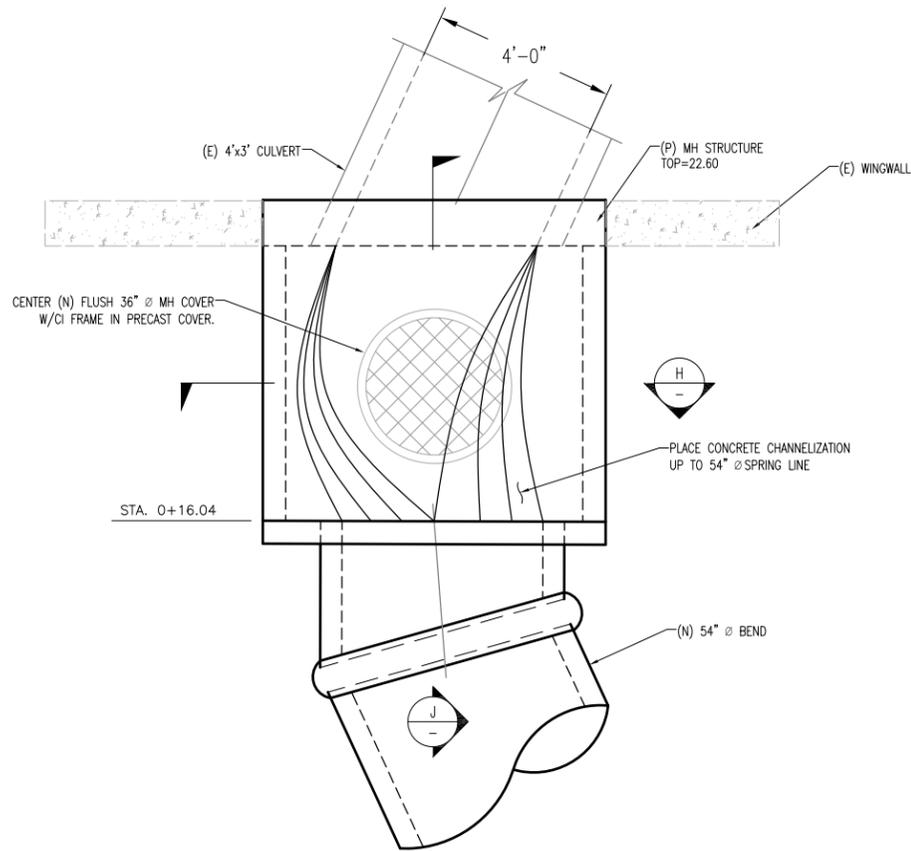
CHECKED BY: B. GRANT
R.C.E. NO. 58964
DATE: 6-7-16

R.C.E. NO. 31326
DATE: 6-7-16

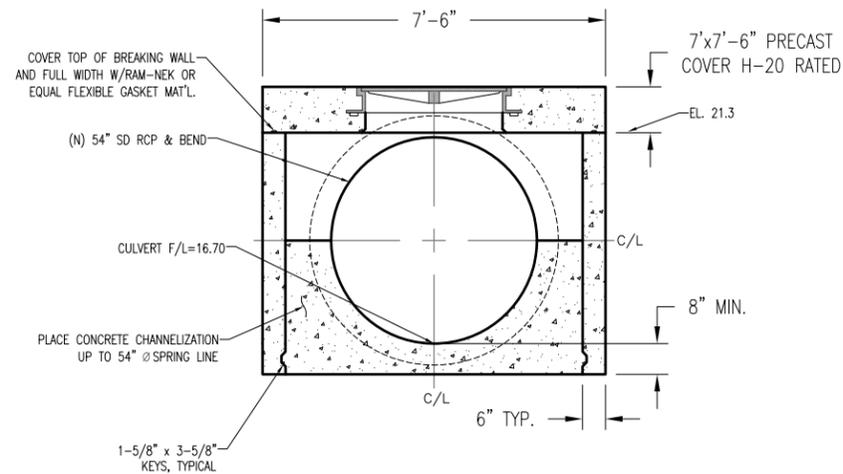


IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
WEIR STRUCTURE TRASHRACK DETAILS

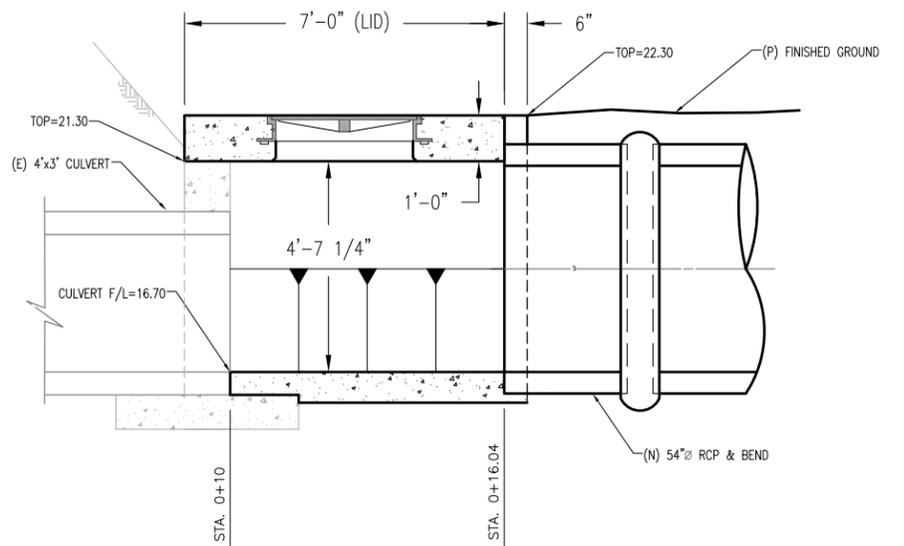
GIS GRID NO. 118	DWG. NO. C-5
PN: W14120602	SHEET 6 OF 7



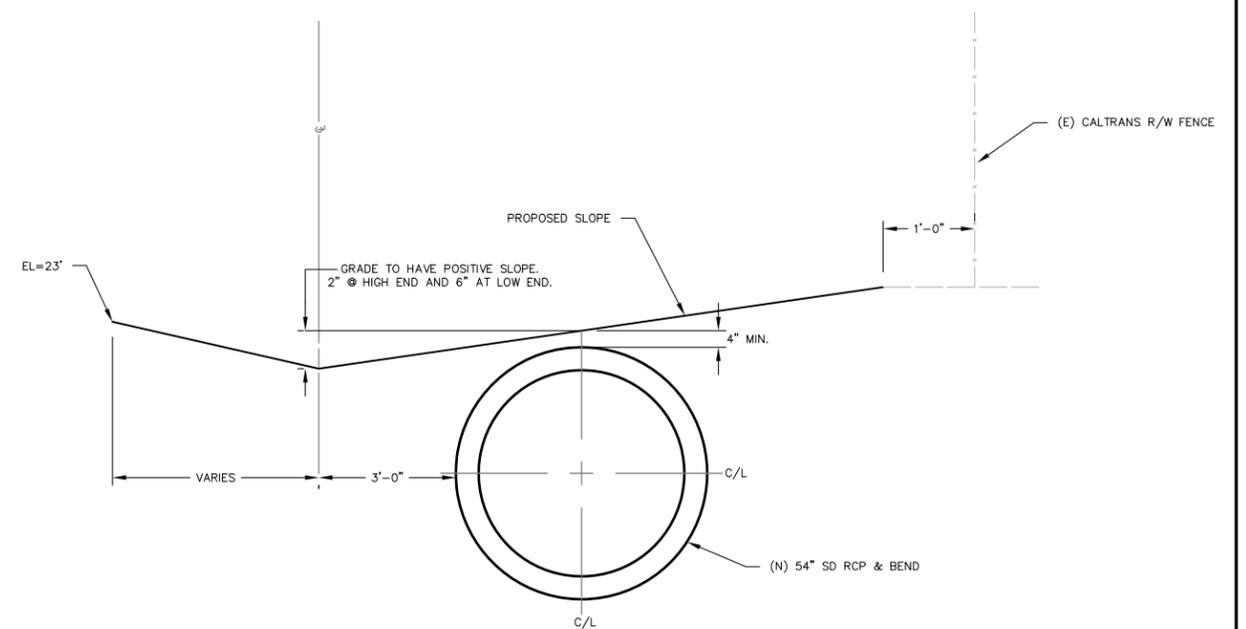
TRANSITION MH PLAN
Scale: 1/2"=1'-0"



SECTION H
Scale: 1/2"=1'-0"



SECTION J
Scale: 1/2"=1'-0"



SECTION A - TYPICAL SECTION
No Scale

LEISURE LANE & HIGHWAY 160 DRAINAGE IMPROVEMENTS
R:\Civil3D Projects\W14120602 Leisure Lane at Hwy 160

PN: W14120602

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 42.242
DESCRIPTION: 297-J9A	
USC & GS MONUMENT STAMPED "U1199" ON THE NE CORNER OF SOUTHER PACIFIC RAILROAD OVERCROSSING AT HWY 160 NEAR FEE DRIVE. THIS IS A PRIMARY BENCHMARK	

FIELD BOOK	1467
SCALE:	
H: AS SHOWN	
V: n/a	

ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

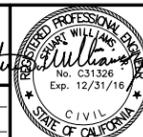
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: S. WILLIAMS
DATE: 6-7-16

CHECKED BY: B. GRANT
DATE: 6-7-16

DRAWN BY: C. YEE
DATE: 6-7-16

R.C.E. NO. 31326



IMPROVEMENT PLANS FOR:
LEISURE LANE & HIGHWAY 160
DRAINAGE IMPROVEMENTS
TRANSITION MH PLAN AND DETAILS

GIS GRID NO. T18	DWG. NO. C-6
PN: W14120602	SHEET 7 OF 7

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Attachment #1

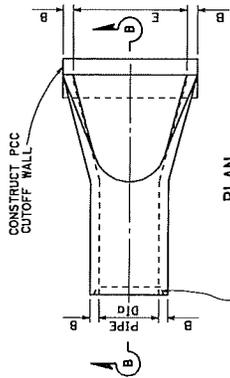
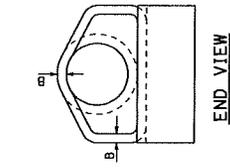
Caltrans Standard Plans D80 & D94B
& Concept RCP Elbow

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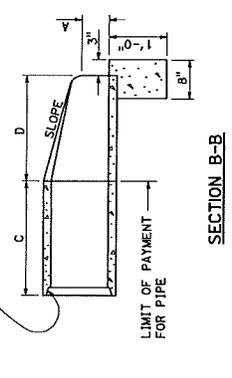
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

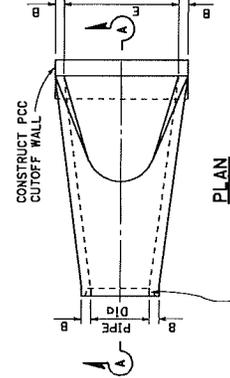
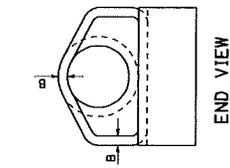
REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 THE ACCURACY OR COMPLETENESS OF ANY
 PART OF THIS PLAN SHEET.



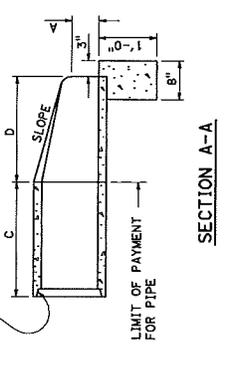
PIPE DIA	A	B	C	D	E	SLOPE
12"	4"	1 1/4"	1 1/2"	1'-10"	2'-0"	2:1 OR FLATTER
18"	9"	1 3/4"	1 3/4"	2'-1"	3'-0"	
24"	9 1/2"	2 3/4"	2 3/4"	3'-6"	4'-0"	
30"	1'-0"	2 3/4"	2 3/4"	4'-5"	5'-0"	
36"	1'-3"	3 1/4"	3 1/4"	5'-2"	6'-0"	
42"	1'-9"	3 1/2"	3 1/2"	5'-3"	6'-6"	
48"	2'-0"	4"	4"	6'-0"	7'-0"	
54"	2'-3"	4 3/4"	4 3/4"	6'-6"	7'-10"	



PRECAST CONCRETE FLARED END SECTION TYPE B



PIPE DIA	A	B	C	D	E	SLOPE
12"	4"	1 3/4"	2 1/4"	2'-0"	2'-0"	2:1 OR FLATTER
18"	9"	2 1/4"	2 1/4"	2'-3"	3'-0"	
24"	9 1/2"	2 3/4"	2 3/4"	3'-7 1/2"	4'-0"	
30"	1'-0"	3 1/4"	3 1/4"	4'-6"	5'-0"	
36"	1'-3"	3 3/4"	3 3/4"	5'-3"	6'-0"	
42"	1'-9"	4 1/4"	4 1/4"	5'-3"	6'-6"	
48"	2'-0"	4 3/4"	4 3/4"	6'-0"	7'-0"	
54"	2'-3"	5 1/4"	5 1/4"	6'-5"	7'-6"	



PRECAST CONCRETE FLARED END SECTION TYPE A

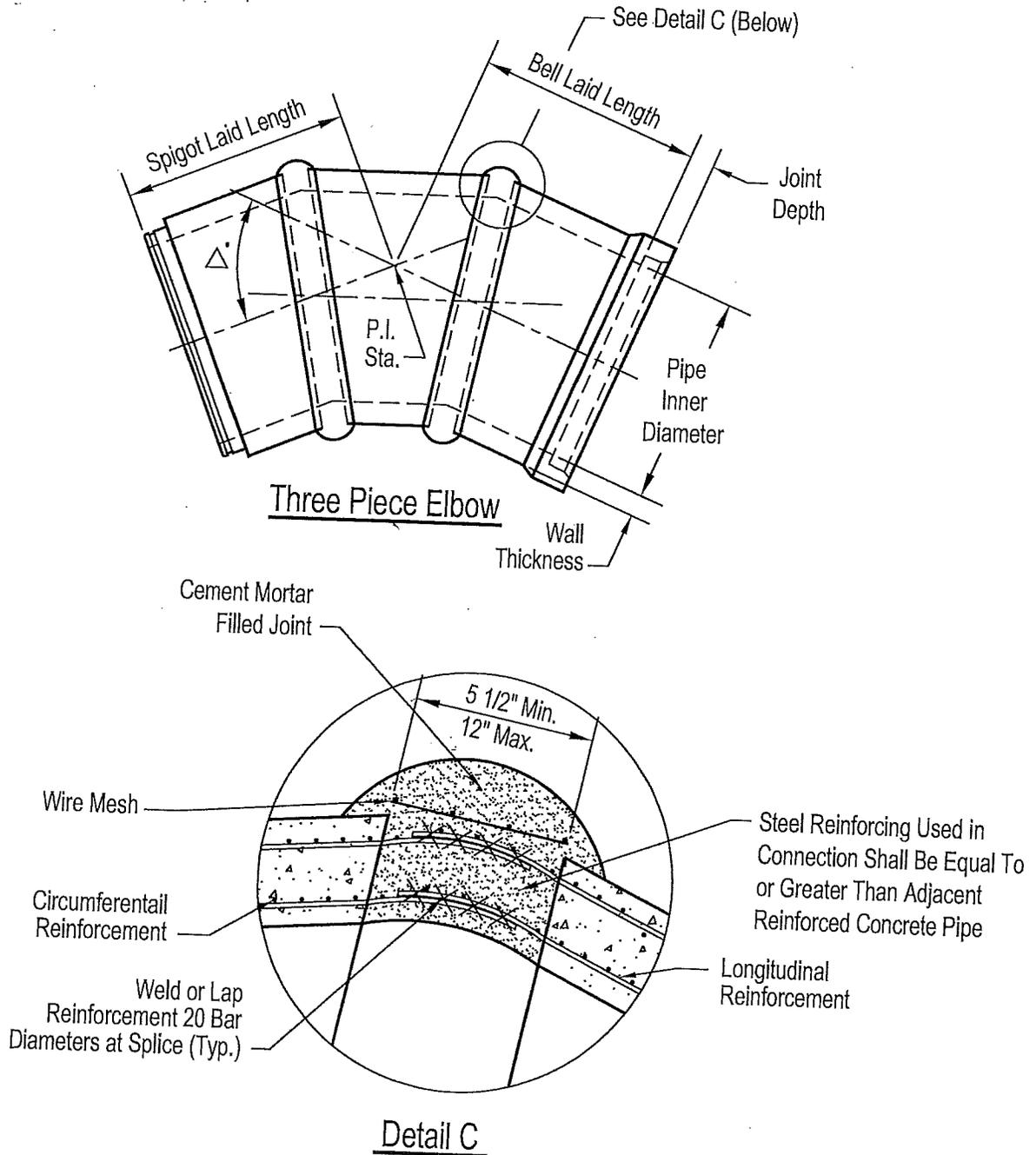
- NOTES:
- Contractor has the option of using either Type A or B precast concrete flared end section.
 - "c" dimension varies by manufacturer and will be paid for as concrete pipe.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**CONCRETE FLARED
 END SECTIONS**
 NO SCALE

D94B

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Concept Three-Piece RCP Elbow Fabrication Detail



Notes:

1. Individual RCP pipe segments to meet ASTM C76, Class III requirements.
2. For Leisure Lane, two elbows reqd ($\Delta = \pm 43.8^\circ$). One w/ plain end upstream x downstream spigot end, and one per this concept plan. Submit shop drawing for approval.
3. Original drawing from Rinker Materials™, Concrete Pipe Division.

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Attachment #2

Calif. Dept. of Fish & Wildlife Permit

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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT (REVISION 1)
NOTIFICATION NO. 1600-2015-0055-R2

CITY OF SACRAMENTO
LEISURE LANE STORM DRAIN IMPROVEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and the City of Sacramento (Permittee) as represented by Stu Williams.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on March 20, 2015, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, the Department has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at an unnamed drainage tributary to the American River in the City of Sacramento, County of Sacramento, State of California; Township 9N, Range 5E, Sacramento East California U.S. Geological Survey (USGS) 7.5-minute quadrangle map. Latitude 38.600422, Longitude -121.451986.

Exhibit A includes a map depicting the project location.

PROJECT DESCRIPTION

The project consists of constructing a new approximately 9 ft. by 29 ft. outlet weir box north of CA-Hwy 160 between the Permittee's existing 8-inch waterline and 12-inch sewer line in the Permittee's Basin. To build the new outlet weir box, the existing 3 ft. by 4 ft. box culvert, the 60 inch diameter pipe, and the 34 inch diameter pipe will be extended. The outlet weir box will have a 12-inch diameter pipe at grade that will allow all collected storm water to eventually drain out of the Basin over several days.

South of CA-Hwy 160, a transition manhole will be constructed wherein the flow shape will change from rectangular to round, followed by placement of approximately 145 feet of either 54-inch diameter Reinforced Concrete Pipe (RCP) or 60-inch diameter plastic pipe buried at-grade within the existing ditch. The buried pipe will terminate with a standard flared end section, with concreted cobbled riprap around it (similar to what exists now around the existing 60-inch and 34-inch outlets) to mitigate erosion.

The construction of the project will result in permanent impacts to 0.075 acres of Department jurisdictional areas consisting of 0.015 acres of wetlands and 0.060 acres of unvegetated drainage. The project will temporarily impact 0.002 acres of Department jurisdictional wetlands.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disruption to nesting birds, disruption to aquatic or terrestrial plant and wildlife species, change in contour of channel or bank, soil compaction or other disturbance.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may, with notification of the Resident Engineer, enter the project site at any time to verify compliance with the Agreement.

- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. The time period for completing the work within the project area shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of July 1 to November 15. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the project area, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office at regional office contact information. Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department will have ten calendar days to review the proposed work period variance. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.3 Sanford's Arrowhead Relocation Plan. **No later than 90 days prior to the initiation of any project activities in jurisdictional areas**, a Sanford's arrowhead relocation plan will be submitted to the Department for review and approval. At a minimum, the plan shall include the following information: (a) a description of the existing physical conditions of the proposed relocation site and a map that identifies

the location of the site; (b) a plan for the preparation of the relocation site, including the removal of nonnative plant species, non-wetland/riparian plant species, and grading; (c) a planting plan, including monitoring and maintenance measures and a timeline; (d) an irrigation plan (if applicable); (e) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan; and (f) success standards with contingency measures. Monitoring and maintenance of the relocation site shall be conducted annually for a minimum of five years, or until the Department determines the mitigation site is successful.

- 2.4 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity of the stream immediately upon completion of project activities.
- 2.5 Best Management Practices. Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.6 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
 - 2.6.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
 - 2.6.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
 - 2.6.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be

removed immediately.

- 2.6.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the state. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.6.5 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.7 Environmentally Sensitive Areas (ESAs). No more than five (5) calendar days prior to the start of project activities, the Permittee shall establish ESAs in the project area to prevent encroachment of construction personnel and equipment into areas of any known sensitive resources within or near the work area will be flagged to ensure that no activities are conducted in those. All potential sensitive habitats that can be reasonably avoided during construction activities shall be identified as ESAs. All construction personnel shall avoid ESAs. The Permittee shall avoid ESAs when siting all staging areas, spoils disposal areas, borrow pits, and construction equipment access routes. The ESAs will be identified on all engineering plans or construction specifications. The Permittee shall inspect the flagging before the start of each work day and the Permittee shall maintain the flagging until the completion of the project.
- 2.8 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. **Monofilament mesh, jute netting and non-biodegradable synthetic erosion blankets are not authorized.** Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged siltation barriers. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon the Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.

- 2.9 Inspection of Project Equipment. Permittee shall inspect all vehicles, watercraft, tools, waders and boots, and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.
- 2.10 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.11 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.12 Nesting Birds. To avoid impacts to nesting birds, both ground and canopy nesters, construction activities shall not take place during the active nesting season (approximately February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted by the designated biologist. The survey shall be conducted within a minimum $\frac{1}{4}$ mile radius of project activities. The results of the nest survey shall be submitted to the Department before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. If no active nests are found during the survey, no further consultation is required.

If the survey identifies an active nest, the designated biologist shall prepare and submit to the Department a Bird Management and Monitoring Plan (Plan) which includes survey results and establishes the necessary buffers to avoid take of a nest pursuant to FGC 3503 and 3503.5. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. The Department shall respond within ten (10) calendar days.

For active nests, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

If a lapse in project-related work of fifteen (15) calendar days or longer occurs, another focused survey and consultation with the Department shall be required before project work can be reinitiated.

- 2.13 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.14 Stabilized Areas with Soil. Soils exposed by project operations shall be treated to prevent sediment run-off and transport. Erosion control measures shall include the proper installation of BMPs and may include applications of seed, certified weed free straw, compost, fiber, commercial fertilizer, stabilizing emulsion mulch, or combinations thereof. Following construction all disturbed upland areas shall be stabilized and re-seeded with an erosion control mix consisting of regionally appropriate, native grass and forb species. Revegetation of such sites shall be completed as soon as possible after project activities in those areas cease
- 2.15 Habitat Restoration - Onsite. **Within 30 days of project completion**, Permittee shall restore all the temporary impacted areas, by re-contouring to pre-existing grade and contours, and seeding/planting with California local native species that were present on-site. The plant palette shall be approved by a biologist and shall include plant species (including subspecies) that are currently present within the vicinity of each affected jurisdictional feature. The plant palette shall be submitted to the Department for review and concurrence **at least 30 days prior to seeding/planting**. Existing topsoil from known locations of sensitive plant populations will be salvaged and used in the restoration areas if feasible following Sanford's arrowhead relocation plan stipulations and conditions listed in Section 2.3 of this Agreement.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Project Initiation. The Permittee shall notify the Department two (2) working days prior to beginning work. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities within the watercourse work area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) days of completion. Photographs and project commencement

notification shall be submitted as instructed in Contact Information section below.
Email submittal is preferred.

- 3.3 Annual Monitoring. Permittee shall submit an annual monitoring report to the Department **for five (5) years** after completion of the construction project. The report shall discuss the relocation performance as it relates to the success criteria as required by measure 2.3 of this agreement.

CONTACT INFORMATION

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

To Permittee:

City of Sacramento
Stu Williams
1395 35th Avenue
Sacramento, CA 95822
Phone: 916-808-1410
Email: sswilliams@cityofsacramento.org

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #: 1600-2015-0055-R2
Phone: 916-358-2885
Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire **December 31, 2016**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit A – Figure 1 Project Location
Figure 2 Project Impacts

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify the Department in accordance with FGC section 1602.

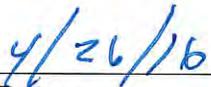
CONCURRENCE

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

FOR PERMITTEE



Stu Williams

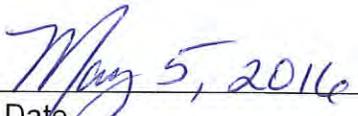


Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

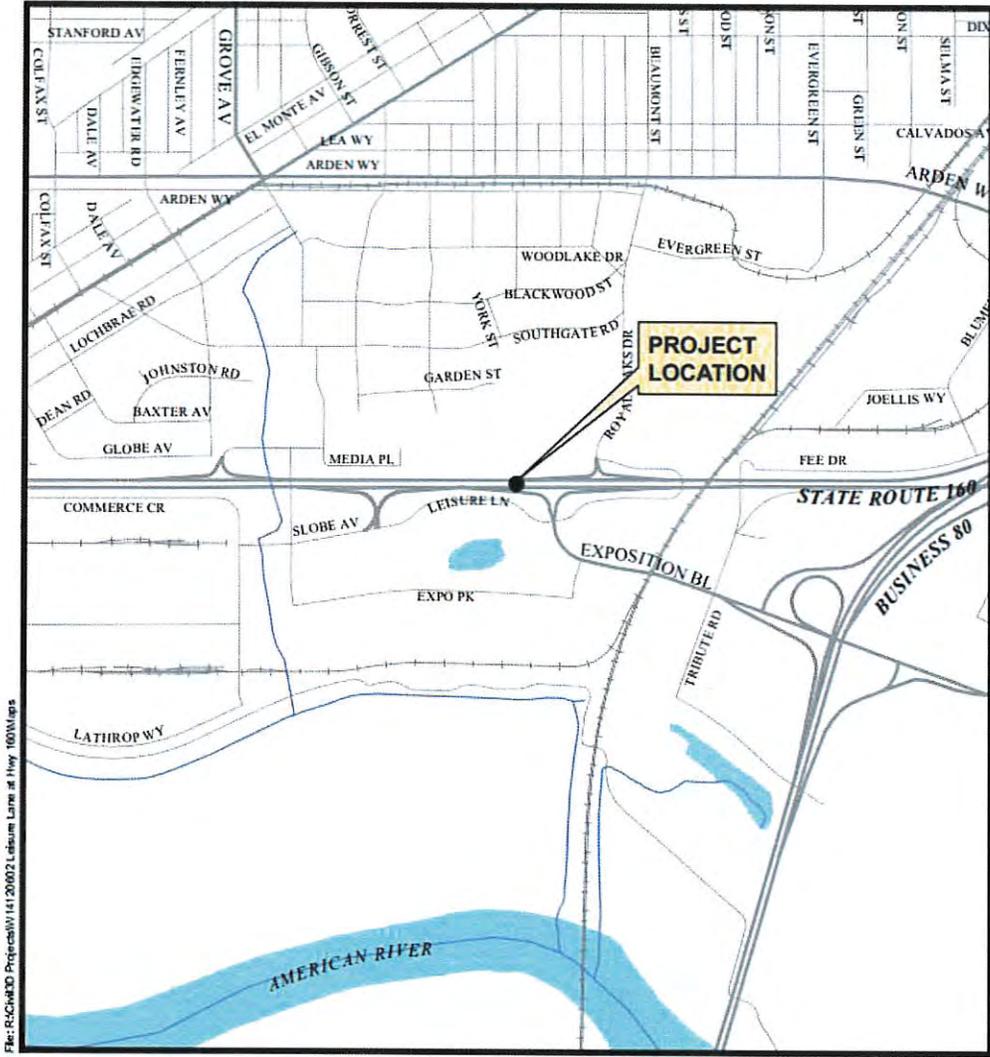


Date

Prepared by: Juan Torres
Senior Environmental Scientist (Specialist)

Exhibit A
Figure 1 – Project Location

**Woodlake Basin Outlet
Improvement Project
(W14120602)**

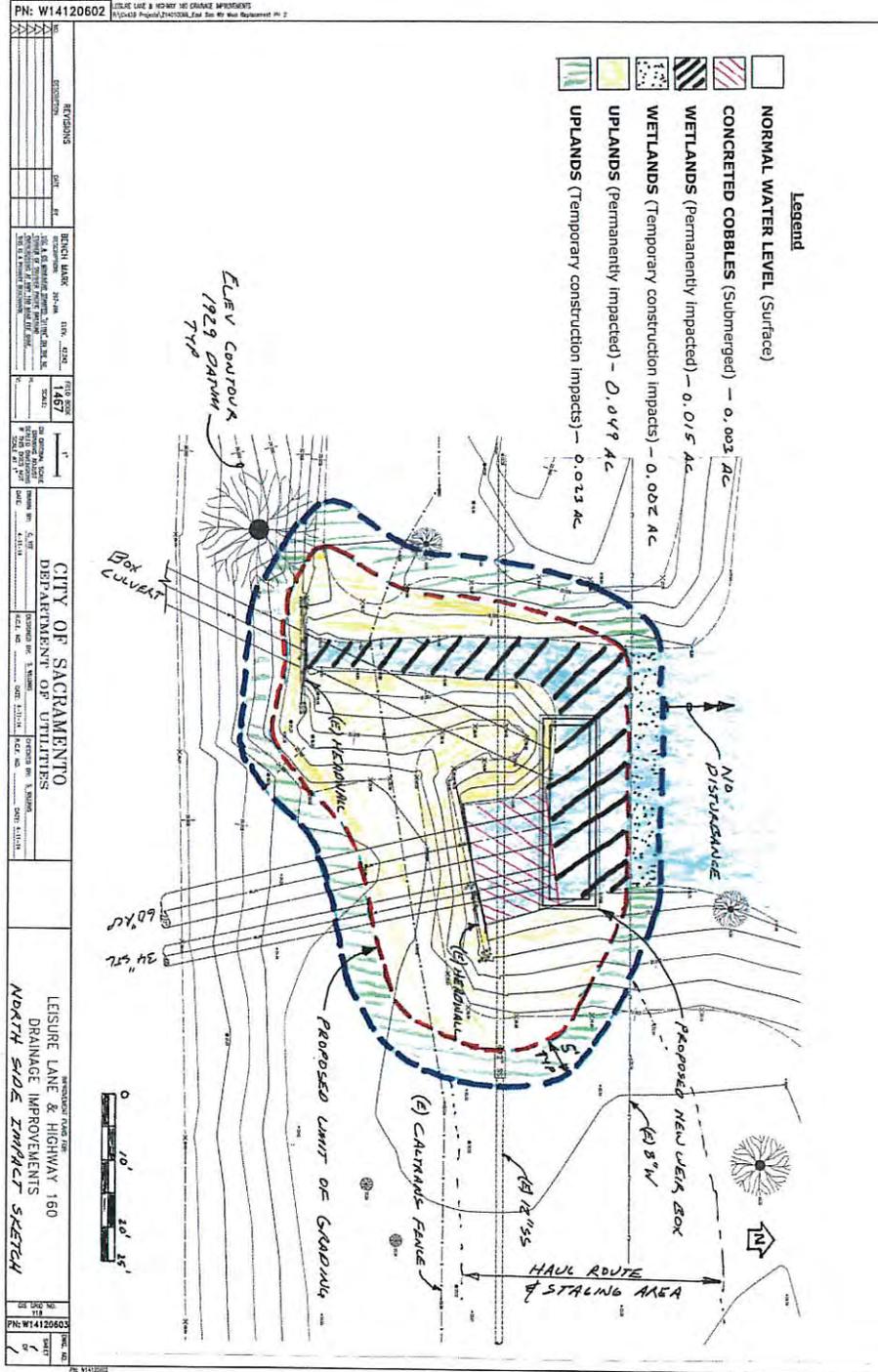


File:R:\Civil3D Projects\W14120602\Leisure Lane at Hwy 160\Map.apx

City of
SACRAMENTO
Department of Utilities



Figure 2 – Impact Map



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Attachment #3

Caltrans Encroachment Permit

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

TR-0120 (REV 6/2012)

Permit No. 0316-NUS0142	
Dist/Co/Rte/PM 03-SAC-160-45.95/45.95	
Date February 18, 2016	
Fee Paid \$ Exempt	Deposit \$ N/A
Performance Bond Amount (1) \$ N/A	Payment Bond Amount (2) \$ N/A
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of February 18, 2016
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:

City of Sacramento
 Department of Utilities
 1395 35th Avenue
 Sacramento, CA 95822
 Attn: Stu Willams
 (916) 808-1410

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Extend a 3-ft X 4-ft box culvert on the north side of State Route (SR) and to extend a 3-ft X 4-ft box culvert on the south side and backfill to replace the ditchline in city of Sacramento per the attached plans dated MAR 05 2015. The following conditions shall apply:

- The contractor must obtain a permit (double permit) to perform the work authorized under this permit. A deposit of \$492.00 is required at the time of application for the double permit. The contractor shall pay the actual cost of state inspection.

-----CONTINUED ON PAGE 2-----

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Special Provisions TRAFFIC CONTROL |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Storm Water Pollution Protection Plan |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Inspection |
| <input checked="" type="checkbox"/> Yes | | Field work |

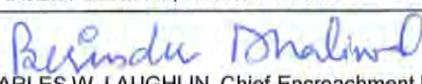
(If any Caltrans effort expended)

- Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 2016

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained

Mali Karimi, Permit Inspector
 cc: Rusty Grout, Sunrise Maint. Region

APPROVED:
 AMARJEET BENIPAL, District Director
 BY: 
 CHARLES W. LAUGHLIN, Chief-Encroachment Permits Branch

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PERMISSIONS Conditions Continued:

2. Trenches within the State Right-of-Way (R/W) shall be paved with temporary paving at the close of the work day.
3. Caltrans is not a member of USA, thus potholing and underground locating is the responsibility of the contractor.
4. All traffic control within the state R/W shall be done by a licensed Traffic Control contractor. All traffic control must follow the Caltrans Standard Plans and Specifications as well as MUTCD guidelines for traffic control devices, signing, and personnel. An approved traffic control plan needs to be submitted to the Caltrans representative and kept on site during the work. Work hours must be approved for lane closures within the state R/W. No lane closures or traffic controls are allowed during inclement conditions such as rain, snow, sleet, fog, ice or low visibility and shall be submitted for review and approval. Work hours will be determined once the traffic control plan is approved.
5. Permittee shall contact state inspector Mali Karimi, Cell (916) 709-1744, SEVEN (7) working days prior to commencing work, to arrange a pre-job meeting. A 24-hour notification before restarting work shall be strictly adhered to. All work shall be conducted and completed to the satisfaction of Caltrans representative. Immediately following completion of the work permitted herein, the permittee shall fill out and mail the Notice of Completion attached to this permit.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

NOTICE OF COMPLETION

TR-0128 (REV.01-15) CT #7541-5529-1

0316MVS0142

PERMIT NO.

SAC 160 45.95
Co. Rte P.M.

Dear Sir or Madam:

All work authorized by the above-numbered permit was

completed on _____
Date

Signature of Permittee

**ADA
Notice**

For individuals with sensory disabilities, this document is available in alternate formats.
For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms
Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 92 1546 M



neopost.fr

049J82042456

\$00.350

06/09/2015

Mailed From 95901
US POSTAGE

**MALI KARIMI
RTMC-ENC. PERMITS
3165 GOLD VALLEY DRIVE
RANCHO CORDOVA, CA 95742**

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COUNTY ROUTE POST MILES TOTAL SHEETS TOTAL SHEETS
 PROJECT NO. SHEET NO.
 REGISTERED CIVIL ENGINEER
 PROFESSIONAL ENGINEER
 LICENSE NO. 44313
 EXPIRES 12-31-14
 REGISTERED CIVIL ENGINEER
 JULY 19, 2013
 PLANS APPROVAL DATE
 NEW STATE OF CALIFORNIA BY ITS OFFICERS
 THE AUTHORITY OF THE DIVISION OF HIGHWAYS
 DIVISION OF HIGHWAYS
 DIVISION OF HIGHWAYS

TO ACCOMPANY PLANS DATED _____

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING

SPEED *	MIN D ***	DOWNGRADE MIN D ***	
		-3%	-6%
20	115	116	120
25	155	159	165
30	200	205	215
35	250	257	271
40	305	315	333
45	360	378	400
50	425	446	474
55	495	520	553
60	570	598	638
65	645	682	728
70	730	771	825

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
 ** - Longitudinal buffer space or flagger station spacing and longer than 1 mile.
 *** - Use on sustained downgrade steeper than -3 percent

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)			MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT	MERGING	SHIFTING	X	Y	Z **
20	160	80	40	20	40	10
25	250	125	63	23	50	12
30	360	180	90	30	60	15
35	490	245	123	35	70	17
40	640	320	160	40	80	20
45	1080	540	270	45	90	22
50	1200	600	300	50	100	25
55	1320	660	330	55	110	27
60	1440	720	360	60	120	30
65	1560	780	390	65	130	32
70	1680	840	420	70	140	35

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$
 Where: L = Taper length in feet
 W = Width of offset in feet
 S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
 ** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 3

ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES
 FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

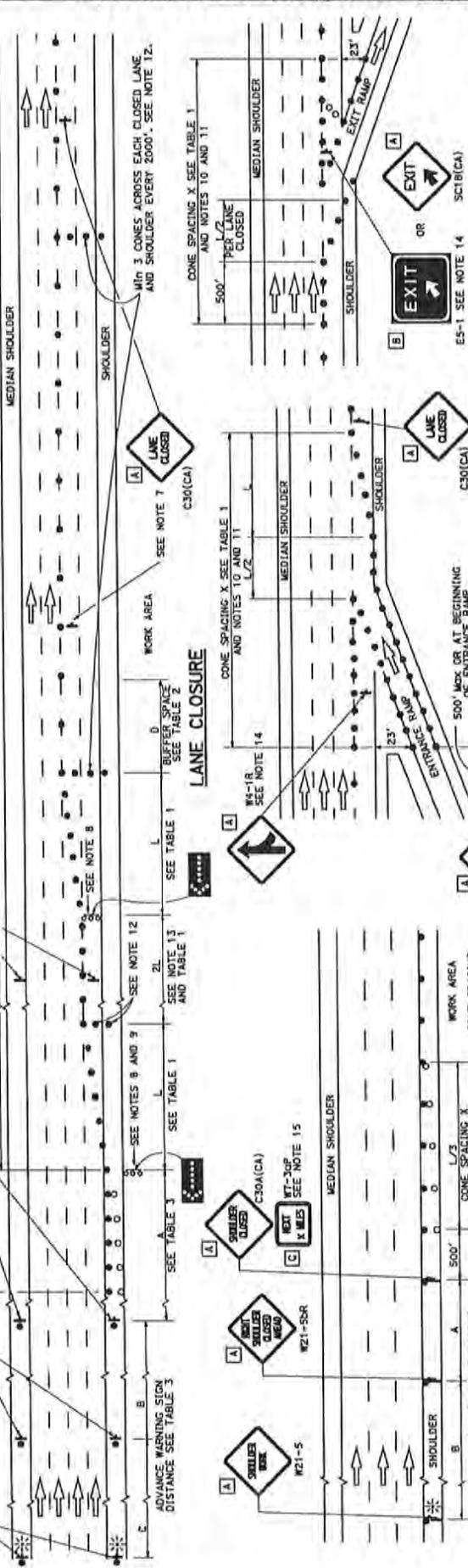
DATE COUNTY ROUTE POST MILES TOTAL PROJECT SHEET TOTAL SHEETS

APPROVED BY: *[Signature]*
REGISTERED CIVIL ENGINEER
APRIL 19, 2013
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA
THE DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DESIGN OF ROADWAY PLANS

TO ACCOMPANY PLANS DATED _____

NOTES:

See Revised Standard Plan RSP T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conical segment. Refer to tables for cone spacing, Y, for tangent segment or Z for conical segment. Refer to tables for cone spacing, X, for taper segment.
Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.



LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬇️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬆️ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆️ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

NO SCALE

RSP T10 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T10 DATED MAY 20, 2011 - PAGE 237 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T10

1. Median lane closures shall conform to the details as shown except that C20(CA) and W4-ZL signs shall be used.
2. At least one person shall be assigned to provide full-time maintenance of traffic control devices for lane closures.
3. Duplicate sign installation are not required:
 - a) on opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - b) in the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
4. Each advance warning sign on each side of the roadway shall be equipped with a flashing arrow sign. Each sign shall be at least 15' x 15' in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be used for lane closures initiated for lane closure during hours of darkness.
5. A C20-2 sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
6. If the W20-1 sign would require a 2000' length of lane closure, a C20(CA) sign for the first advance warning sign.
7. Place a C30(CA) sign every 2000' throughout length of lane closure.
8. One flashing arrow sign for each lane closed.
9. A minimum 1500' of sight distance shall be provided when possible for vehicles approaching the first flashing arrow sign. Lane closures shall be initiated on a horizontal vertical curve or on a horizontal curve.
10. All cones used for lane closures during construction shall be placed on reflective bases (or sleeves) as specified in the specifications.
11. Portable delineators placed at one-half mile intervals shall be used for traffic cones may be used instead of cones for daytime closures only.
12. Unless otherwise specified in the special provisions, the ES-1 or S218(CA) and W4-1 signs shall be used as shown.
13. Unless otherwise specified in the special provisions, the ES-1 or S218(CA) and W4-1 signs shall be used as shown.
14. Unless otherwise specified in the special provisions, the ES-1 or S218(CA) and W4-1 signs shall be used as shown.
15. If W4-2P "NEXT MILE" closure must be used, the distance that can be perceived by road users.

TO ACCOMPANY PLANS DATED _____

PROJECT NO. _____

ROUTE _____

DATE _____

REGISTERED CIVIL ENGINEER

APRIL 19, 2013

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA BY ITS OFFICERS

THE PUBLIC WORKS DIVISION

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL

DEPARTMENT OF TRANSPORTATION

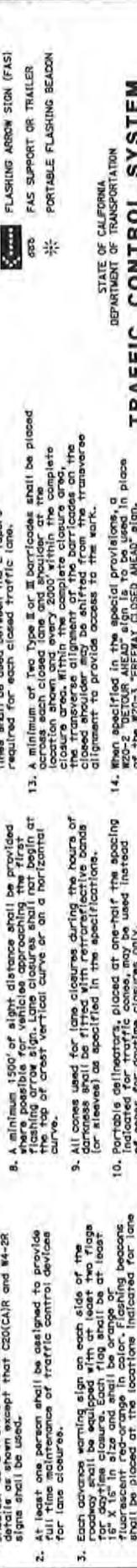
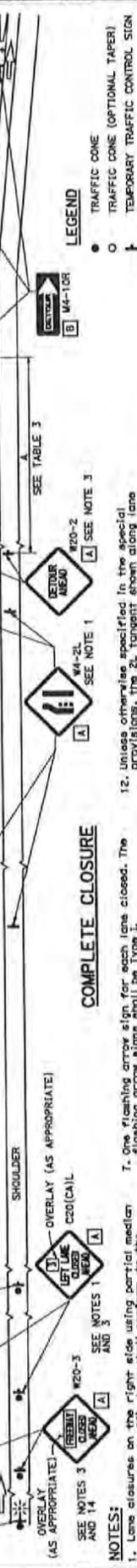
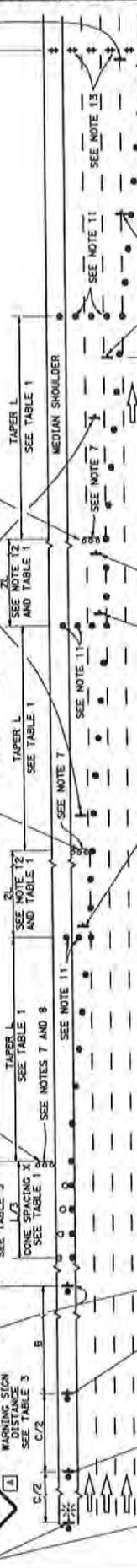
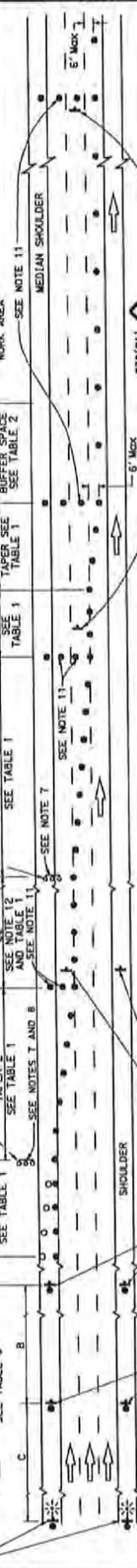
STATE OF CALIFORNIA

NOTES: See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.



LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⬆ FLASHING ARROW SIGN (FAS)
- ⊞ FAS SUPPORT OR TRAILER
- ⊞ PORTABLE FLASHING BEACON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURES ON
FREEWAYS AND EXPRESSWAYS**

NO SCALE

RSP T10A DATED APRIL 19, 2013, SUPERSEDES STANDARD PLAN T10A
DATED MAY 20, 2011 - PAGE 238 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T10A

COMPLETE CLOSURE

1. Lane closures on the right side using partial median or shoulder closures shall be indicated by the advance warning signs shown except that C20(CA/R) and W4-22 signs shall be used.
2. At least one person shall be assigned to provide maintenance of traffic control devices for lane closures.
3. Each advance warning sign on each side of the roadway shall be placed at the minimum distance shown in the table. Each sign shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
4. A W20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure. The sign shall be placed at least 2000' or ends within a larger project's limits.
5. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C20-1 "ROAD WORK AHEAD" sign, use a C20(CA) sign for the first distance warning sign.
6. Place a C30(CA) sign every 2000' throughout length of lane closure.

LANE CLOSURE WITH PARTIAL SHOULDER USE

7. One flashing arrow sign for each lane closed. The flashing arrow signs shall be Type 1.
8. A minimum 1500' of sight distance shall be provided between the flashing arrow sign and the first flashing arrow sign. Lane closures shall not begin at the top of a crest vertical curve or on a horizontal curve.
9. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
10. Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for day-time closures only.
11. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a traffic lane ends and every 2000' or more on the closed lane and shoulder. The transverse alignment of the cones or barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.

LANE CLOSURE

12. Unless otherwise specified in the special provisions, the 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
13. A minimum of two Type II or III barricades shall be placed across each closed lane and shoulder at the location shown and every 2000' thereafter. Barricades shall be placed at the locations shown. The transverse alignment of the barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
14. When specified in the special provisions, a W20-2 "DETOUR AHEAD" sign is to be used in place of the W20-3 "FREEWAY CLOSED AHEAD" sign.

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 48" x 18"
- C 48" x 30"

COUNTY ROUTE PROJECT TOTAL PROJECT SHEET TOTAL SHEETS
 REGISTERED CIVIL ENGINEER
 APR 19, 2013
 THE STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 DIVISION OF TRAVEL PLANS

NOTES:

See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for cone spacing in above on this sheet.

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

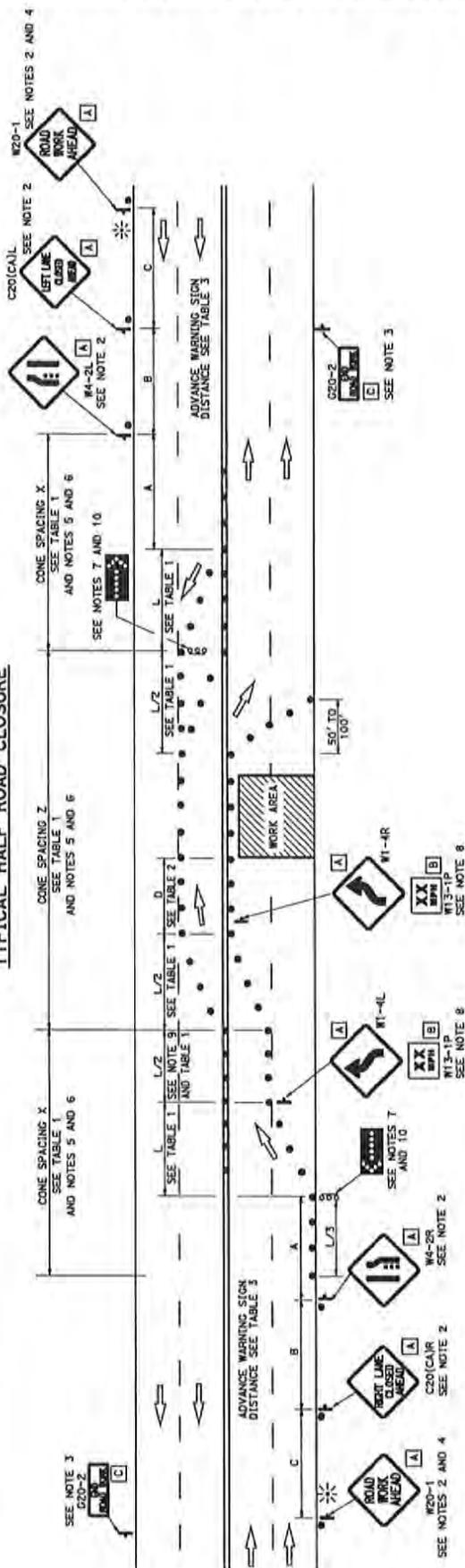
LEGEND

Symbol	Sign Panel Size (Min)
A	48" x 48"
B	24" x 24"
C	36" x 18"

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

TO ACCOMPANY PLANS DATED _____

TYPICAL HALF ROAD CLOSURE



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR HALF ROAD CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS AND EXPRESSWAYS**

NO SCALE

RSP T12 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T12
DATED MAY 20, 2011 - PAGE 240 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T12

- NOTES:**
- At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.
 - Each advance warning sign in each direction of travel shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or red. The flags shall be placed at the locations indicated for lane closure during hours of darkness.
 - A C20-2 "NO ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
 - If the W20-1 sign shall be placed within 200' of a straightaway, use a C20(CA) "ROAD WORK NEXT ADVANCE" sign.
 - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
 - Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
 - Flashing arrow signs shall be either Type I or Type L.
 - Advisory speed will be determined by the Engineer. The W13-1P Plaque will not be required when advisory speed is more than the posted or maximum speed limit.
 - Unless otherwise specified in the special provisions, the tangent (L/2) shall be used.
 - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not be set for top of crest vertical curve or on a horizontal curve.

STATE	COUNTY	ROUTE	POST MILES	PROJECT	DATE

REGISTERED CIVIL ENGINEER

APR 11, 2013

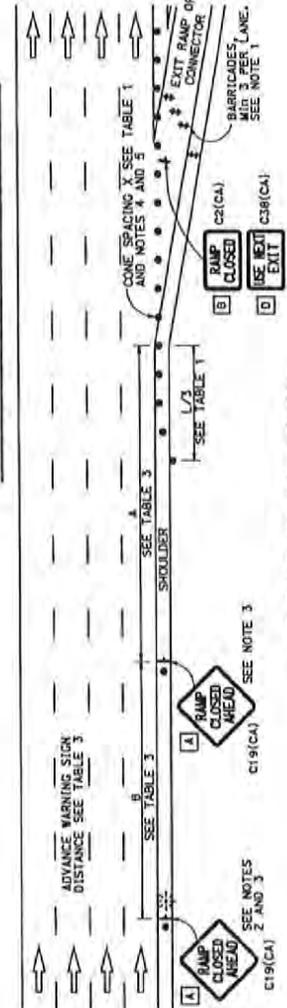
PLANS APPROVAL DATE

NO. OF SHEETS

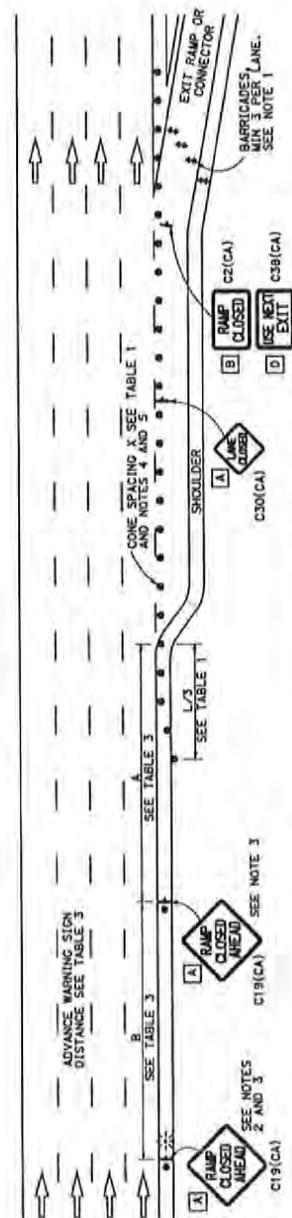
NO. OF SHEETS TO BE REPRODUCED FOR THIS PROJECT

NO. OF SHEETS TO BE REPRODUCED FOR THIS PROJECT

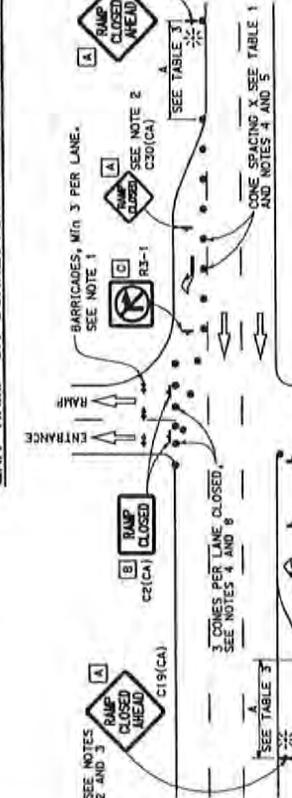
TYPICAL RAMP CLOSURES



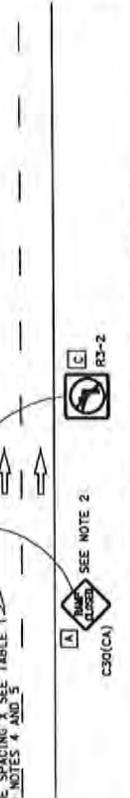
EXIT RAMP OR CONNECTOR



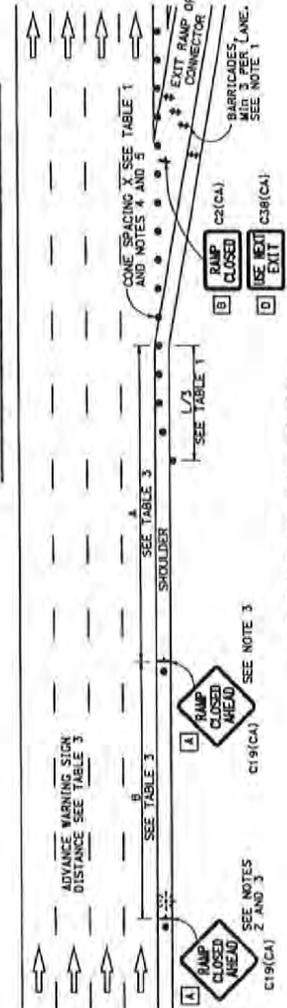
EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



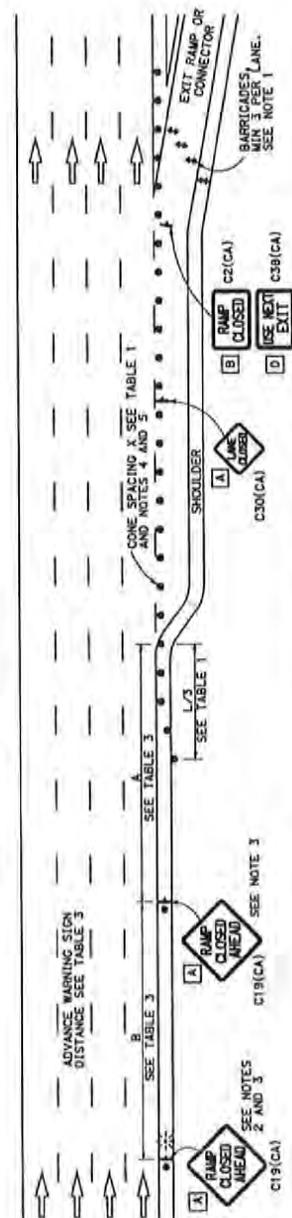
ENTRANCE RAMP WITH TURNING POCKETS



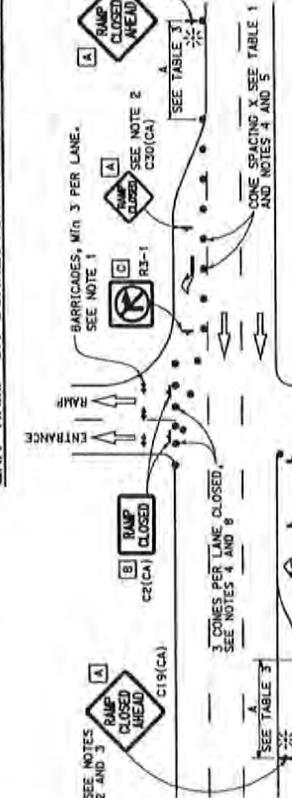
TYPICAL RAMP CLOSURES



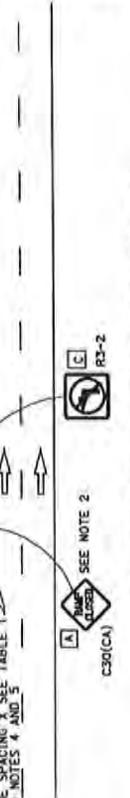
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



SIGN PANEL SIZE (Min)

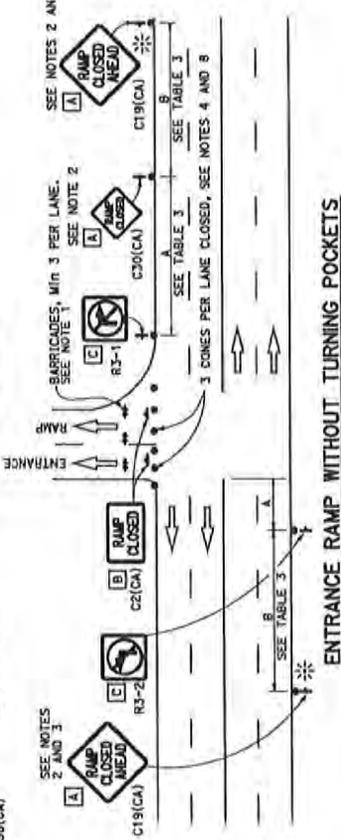
A	48" x 48"
B	48" x 30"
C	36" x 36"
D	48" x 36"

LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- BARRICADES
- PORTABLE FLASHING BEACON

NOTES:

- Barricades shall be Type I, II, or III for closures lasting longer than one week or Type IV for closures lasting longer than one week.
- In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black or orange overlay plates with the word "CLOSED" may be placed on the closed ramp. The letter size on the overlay shall be the same as the guide sign.
- Each advance C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with a flashing beacon or reflective sheeting. The sign shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
- All cones used for ramp closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing for daytime for traffic cones, may be used instead of cones for daytime ramp closures only.
- At least one person shall be assigned to provide full time maintenance of the traffic control devices, unless otherwise directed by the Engineer.
- The existing "EXIT" signs shall be covered during ramp closures.
- A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.



ENTRANCE RAMP WITHOUT TURNING POCKETS

See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for tangent segment or Y for curve segment, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NO SCALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

REVISED STANDARD PLAN RSP T14
DATED MAY 20, 2011 - PAGE 242 OF THE STANDARD PLANS BOOK DATED 2010.

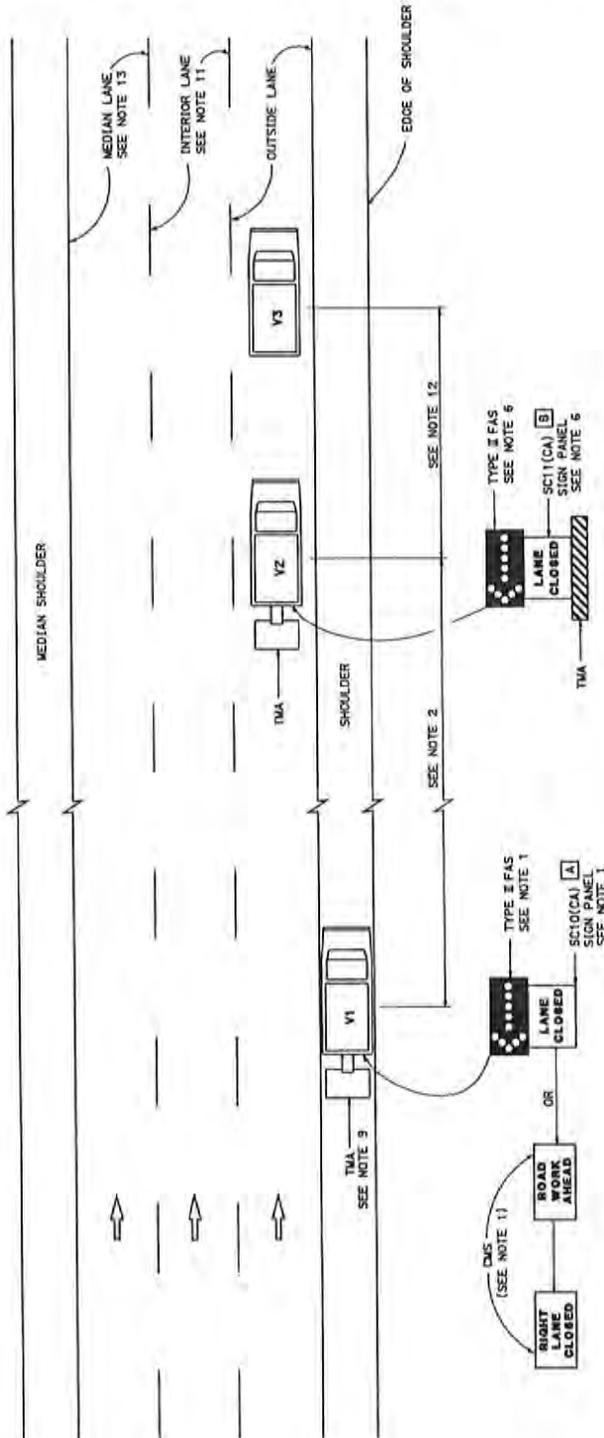
ENTRANCE RAMP WITH TURNING POCKETS

NO SCALE

DATE	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 APR 11, 19, 2013
 PLANS APPROVAL DATE
 OF STATE OF CALIFORNIA
 THE ASSOCIATION OF PROFESSIONAL ENGINEERS
 CIVIL ENGINEERING DIVISION

TO ACCOMPANY PLANS DATED _____



MOVING LANE CLOSURE ON MEDIAN LANE OR OUTSIDE LANE OF MULTILANE HIGHWAYS

NOTES:

1. Either a changeable message sign or a SC10(CA) sign shall be used for the sign on vehicle V1. The changeable message sign shall be equipped to show the "ROAD WORK AHEAD" message first, followed by the "RIGHT LANE CLOSED" message. For median lane closures, the flashing arrow message and the changeable message sign shall show "LEFT LANE CLOSED".
2. If traffic queues develop, sign vehicle V1 should be positioned upstream from the end of queues. Sign vehicle V1 shall be positioned where highly visible when shoulders are not available.
3. A minimum sight distance of 1500' should be provided in advance of sign vehicle V1.
4. Sign vehicle V1 should remain at the beginning of horizontal or vertical curves until the other vehicles (V2 and V3) are far enough upstream to be able to resume the minimum sight distance of 1500'.
5. Vehicle-mounted sign panels shall have Type III or above retroreflective sheeting, black on white, and shall be lettered per California sign specifications.

6. Shadow vehicle V2 shall be equipped with a truck-mounted attenuator. The sign panel shall be mounted on the rear of shadow vehicle V2. For median lane closure the flashing arrow sign symbol shall be displayed with the arrowhead on the right.
7. All vehicles used for lane closures shall be equipped with two-way radios, and the vehicle operators shall maintain communication during the work or application operation.
8. All vehicles shall be equipped with flashing or rotating amber lights.
9. If sign vehicle V1 encroaches into the traffic lane due to insufficient shoulder width, sign vehicle V1 shall be equipped with a truck-mounted attenuator (if applicable), shall stay as close to the edge of shoulder as practicable, and shall stop where workers would be on hand in the work area.
10. Stationary Type I lane closure (Revised Standard Plan T10, T11, etc., as applicable) shall be used instead of this plan.

11. For moving lane closures on interior lane of multilane highways, use Revised Standard Plan T15.
12. The spacing between work vehicle(s) and the shadow vehicles, and between each shadow vehicle should be minimized to deter road users from driving in between.
13. When the work/application vehicle V3 occupies the median lane, sign vehicle V1 should drive in the median shoulder and indicate left lane closed ahead.

SIGN PANEL SIZE (Min)

- A 66" x 36"
- B 54" x 42"

LEGEND

- V1 SIGN VEHICLE
- V2 SHADOW VEHICLE
- V3 WORK/APPLICATION VEHICLE
- CMS CHANGEABLE MESSAGE SIGN
- TMA TRUCK-MOUNTED ATTENUATOR

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR MOVING LANE CLOSURE ON MULTILANE HIGHWAYS

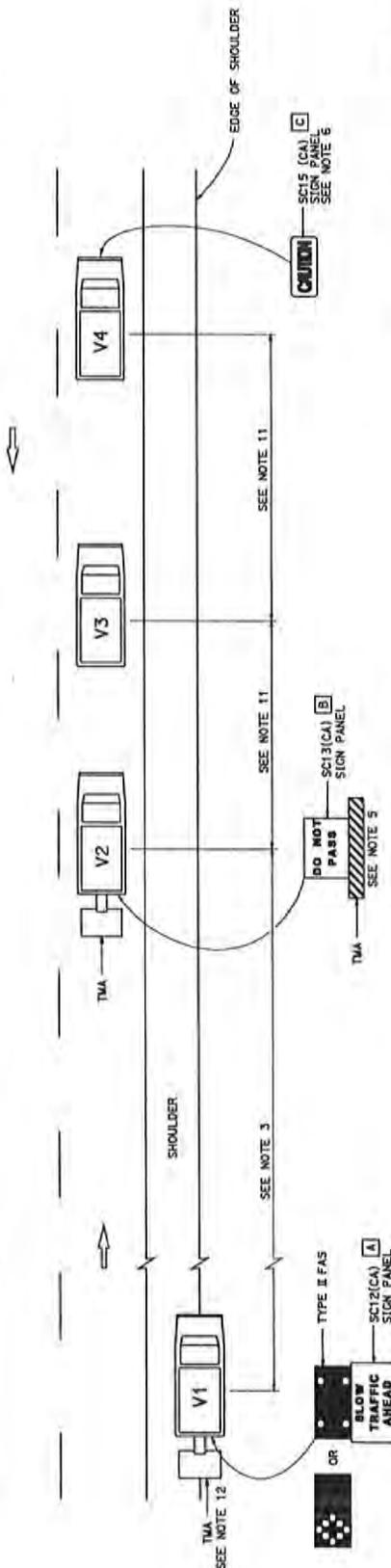
NO SCALE

RSP T15 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T15 DATED MAY 20, 2011 - PAGE 243 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T15

COUNTY ROUTE SHEET NO. PROJECT NO. SHEETS
 REGISTERED CIVIL ENGINEER
 APR 11, 2013
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 THE DESIGN OF THIS PLAN IS THE RESPONSIBILITY OF THE REGISTERED CIVIL ENGINEER.
 REGISTERED CIVIL ENGINEER
 PROFESSIONAL SEAL
 REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 NO. 45364
 CIVIL

TO ACCOMPANY PLANS DATED _____



SIGN PANEL SIZE (Min)

A	7' x 42"
B	5'4" x 42"
C	5'4" x 24"

LEGEND

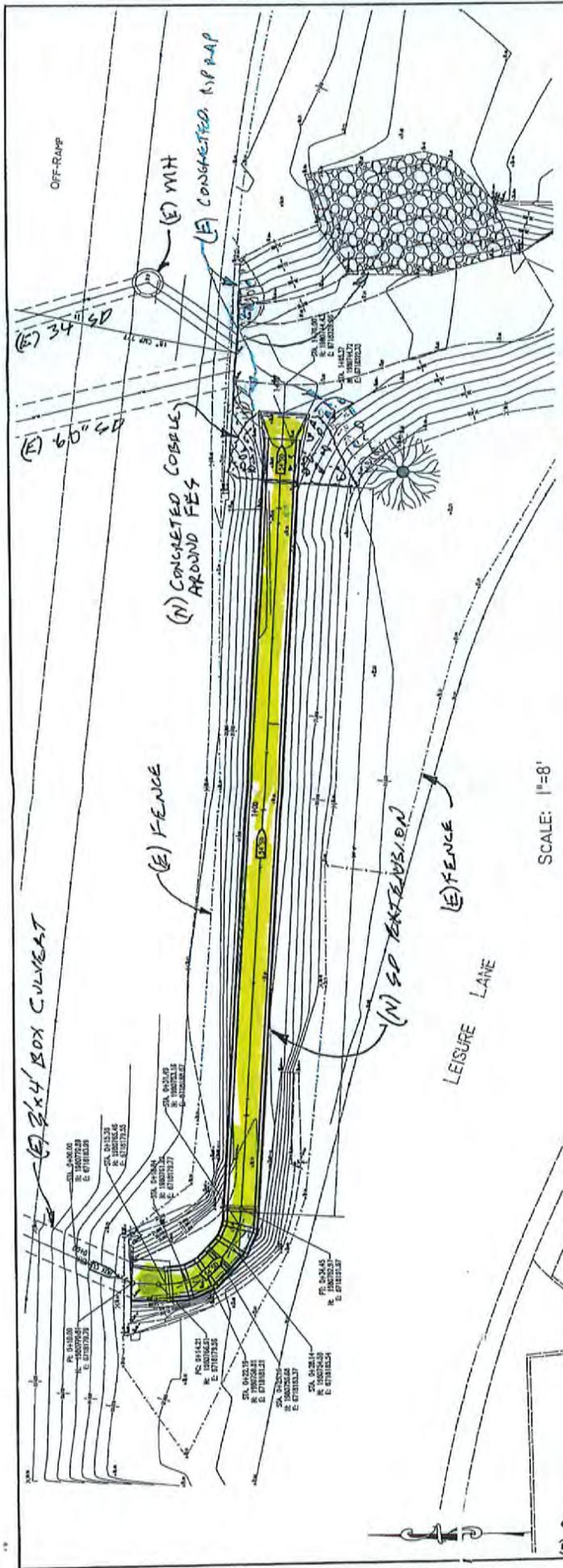
V1	SIGN VEHICLE
V2	SHADOW VEHICLE
V3	WORK/APPLICATION VEHICLE
V4	SIGN VEHICLE
TMA	TRUCK-MOUNTED ATTENUATOR
[Symbol]	FLASHING ARROW SIGN (FAS) IN FLASHING CAUTION MODE
[Symbol]	FLASHING ARROW SIGN (FAS) IN ALTERNATING DIAMOND CAUTION

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 FOR MOVING LANE CLOSURE
 ON TWO LANE HIGHWAYS**
 NO SCALE

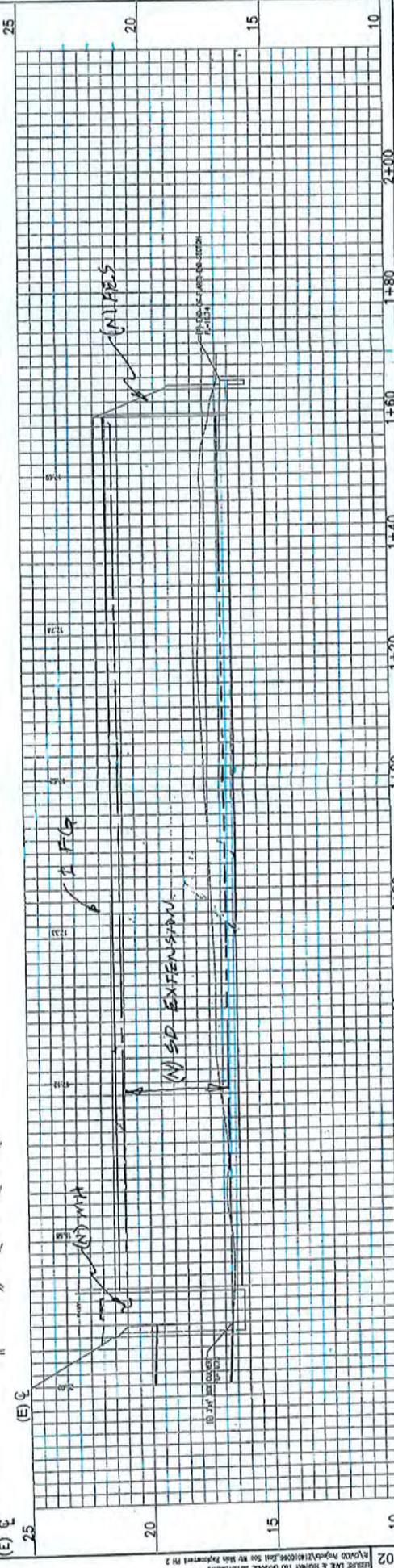
RSP T17 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T17
 DATED MAY 20, 2011 - PAGE 245 OF THE STANDARD PLANS BOOK DATED 2010.
REVISED STANDARD PLAN RSP T17

- NOTES:**
1. Either a changeable message sign or a SC12(CA) "SLOW TRAFFIC AHEAD" sign shall be mounted on the rear of sign vehicle V1. The changeable message sign shall be sequenced to show the "CAUTION" message first, followed by the "SLOW TRAFFIC AHEAD" message. A Type II flashing arrow sign may be used with the SC12(CA) sign panel.
 2. Sign vehicle V1 should be positioned where highly visible when shoulders are not available.
 3. If traffic queues develop, sign vehicle V1 should be positioned upstream from the end of queue.
 4. Vehicle-mounted sign panels shall have Type III or above retroreflective sheeting, black on white, or black on fluorescent orange, with 6" minimum series D letters per California sign specifications.
 5. Shadow vehicle shall be equipped with a truck-mounted attenuator. The sign panel shall be mounted on the rear of shadow vehicle V2. The message "LANE CLOSED" may be used in place of the "DO NOT PASS" message.
 6. The sign panel shown shall be mounted on the front of sign vehicle V4, facing opposing traffic.

7. All vehicles shall be equipped with flashing or rotating amber lights.
8. Sign vehicle V4 will not be required when the work and vehicles V2 and V3 are 2' or more from the centerline of the highway during the work or application operations.
9. All vehicles used for lane closures shall be equipped with two-way radios and the vehicle operators shall maintain communication during the work or application operation.
10. This plan shall not be used where workers would be on foot in the work area, as a stationary type lane closure (Revised Standard Plan T12) for this condition.
11. Minimize spacing between vehicles V2 and V3 and vehicles V3 and V4 to deter road users from driving in between them.
12. If sign vehicle V1 encroaches into the traffic lane due to insufficient shoulder width, sign vehicle V1 shall be equipped with a truck-mounted attenuator. Sign vehicle V1 shall stay as close to the edge of shoulder as practicable.



SCALE: 1"=8'



REVISIONS NO. DATE BY DESCRIPTION		FIELD BOOK 1467	ELEV. 42.00 25'-0"	BENCH MARK 25'-0"	USE AS A POINT OF REFERENCE FOR THE LOCATION OF ALL POINTS SHOWN ON THIS DRAWING.
DATE: 4-11-14 DRAWN BY: S. WILSON CHECKED BY: S. WILSON		SCALE: 1" = 8' ON ORIGINAL SCALE 1" = 16'-0"	CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	IMPROVEMENT PLAN FOR LEISURE LANE & HIGHWAY 160 DRAINAGE IMPROVEMENTS SOUTHSIDE RCP EXTENSION	PROJECT NO. PN: W14120602 SHEET NO. 3 OF 5

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Attachment #4

Army Corps of Engineers Nationwide Permit

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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

October 9, 2015

Regulatory Division (SPK-2015-00277)

City of Sacramento, Department of Utilities
Attn: Mr. Stu Williams
1395 35th Avenue
Sacramento, California 95822-2911

Dear Mr. Williams:

We are responding to your March 25, 2015, request for a Department of the Army permit for the Leisure Lane Storm Drain Improvement project. The approximately 0.32-acre project site is located adjacent to Highway 160, approximately 300 feet west of Exposition Boulevard, Latitude 38.6004°, Longitude -121.4524°, Sacramento County, California.

Based on the information you provided to this office, the project involves the construction of a box weir, culvert and pipe extensions, and the placement of a new drainage pipe, in accordance with the *Leisure Lane & Highway 160 Drainage Improvements, Overall Plan, Sheets 1-5* plans dated April 11, 2014. The specific activities that require discharge of fill material in waters of the United States north of Highway 160 are construction of a new 10'x30' outlet box weir, extensions of a 3'x4' box culvert, a 60-inch, and 34-inch diameter pipe. South of Highway 160, placement of approximately 145 feet of either 54-inch diameter reinforced concrete pipe or 60-inch diameter plastic pipe with a standard flared end section, buried at-grade within the existing man made roadside ditch, with concrete cobble riprap for erosion control. These activities will result in the permanent loss of approximately 0.03 acres of emergent wetland and a roadside ditch and temporary impacts to approximately 0.06 acres of the same aquatic resources.

We have determined activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 43: Stormwater Management Facilities. However, this authorization is denied without prejudice until water quality certification under Section 401 of the Clean Water Act has been issued or waived for the activities requiring a permit from this office. Once you receive water quality certification or waiver thereof, the activities are authorized and the work may proceed subject to the any conditions of water quality certification, and the terms and conditions of the NWP.

You must comply with all terms and conditions of the NWP, applicable regional conditions, and the project-specific special condition. Information about the NWP and regional conditions are available on our website at

www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. In addition, your work must comply with the following special condition:

1. Within 60 days following construction activities, you shall submit pre- and post-construction photographs of the project site, showing the work conducted. The camera positions and view angles of pre- and post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the U.S., including restoration areas.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 18, 2017, when the existing NWPs are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff. At your earliest convenience, please tell us how we are doing by completing the Corps' Regulatory Program national customer service survey found on our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2015-00277 in any correspondence concerning this project. If you have any questions, please contact Evan Kreklow Carnes at our California South Regulatory Branch, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at Evan.G.Carnes@usace.army.mil, or telephone at 916-557-7506.

Sincerely,



Kathleen A. Dadey, Ph.D.
Chief, California South Branch
Regulatory Division

Enclosures

cc: (w/o encls)

Mr. Peter Bontadelli, Analytical Environmental Services,
PBontadelli@analyticalcorp.com

Ms. Tina Bartlett, California Department of Fish and Wildlife,
Tina.Bartlett@wildlife.ca.gov

Ms. Leana Rosetti, U.S. Environmental Protection Agency, Region IX,
Rosetti.Leana@epa.gov

Ms. Elizabeth Lee, Central Valley Regional Water Quality Control Board,
EMLee@waterboards.ca.gov

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Nationwide Permit 43

Stormwater Management Facilities

Federal Register / Vol. 77, No. 34 / February 21, 2012

Effective Date: March 19, 2012

Expiration Date: March 18, 2017

Stormwater Management Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction of stormwater management facilities, including stormwater detention basins and retention basins and other stormwater management facilities; the construction of water control structures, outfall structures and emergency spillways; and the construction of low impact development integrated management features such as bioretention facilities (e.g., rain gardens), vegetated filter strips, grassed swales, and infiltration trenches.

This NWP also authorizes, to the extent that a section 404 permit is required, discharges of dredged or fill material into non-tidal waters of the United States for the maintenance of stormwater management facilities. Note that stormwater management facilities that are determined to be waste treatment systems under 33 CFR 328.3(a)(8) are not waters of the United States, and maintenance of these waste treatment systems generally does not require a section 404 permit.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in minimal adverse effects. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize discharges of dredged or fill material for the construction of new stormwater management facilities in perennial streams.

Notification: For the construction of new stormwater management facilities, or the expansion of existing stormwater management facilities, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) Maintenance activities do not require pre-construction notification if they are limited to restoring the original design capacities of the stormwater management facility. (Section 404)

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

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

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of

waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and stormwater management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their World Wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include NOAA-managed marine sanctuaries and marine monuments and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural

heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site)

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet

wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

 (Transferee)

 (Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification. The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that

the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification. The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination.

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

Final Sacramento District Nationwide Permit
Regional Conditions for California, excluding the Lake Tahoe Basin
(Effective March 19, 2012 until March 18, 2017)

1.* When pre-construction notification (PCN) is required, the permittee shall notify the U.S. Army Corps of Engineers, Sacramento District (Corps) in accordance with General Condition 31 using either the South Pacific Division Preconstruction Notification (PCN) Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. In addition, the PCN shall include:

a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;

b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity, as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for activities located within the boundaries of the Los Angeles District shall comply with the September 15, 2010 Special Public Notice: *Map and Drawing Standards for the Los Angeles District Regulatory Division*, (available on the Los Angeles District Regulatory Division website at: www.spl.usace.army.mil/regulatory/); and

c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the site, and all waters of the U.S. proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be identified on the plan-view drawing(s) required in subpart b of this Regional Condition.

2. For all Nationwide Permits (NWPs), the permittee shall submit a PCN in accordance with General Condition 31 and Regional Condition 1, in the following circumstances:

a. For all activities that would result in the discharge of fill material into any vernal pool;

b. For any activity in the Primary and Secondary Zones of the Legal Delta, the Sacramento River, the San Joaquin River, and the immediate tributaries of these waters;

c. For all crossings of perennial waters and intermittent waters;

d. For all activities proposed within 100 feet of the point of discharge of a known natural spring source, which is any location where ground water emanates from a point in the ground excluding seeps or other discharges which lack a defined channel; and

e.* For all activities located in areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: <http://www.swr.noaa.gov/efh.htm>.

3. The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property for areas (1) designated to be preserved as part of compensatory mitigation for authorized impacts, including any associated covenants or restrictions, or (2) where boat ramps or docks, marinas, piers, and permanently moored vessels will be constructed or placed in or adjacent to navigable waters. The recordation shall also include a map showing the surveyed location of the preserved area or authorized structure.

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and San Francisco District.

4. For all waters of the U.S. proposed to be avoided on a site, unless determined to be impracticable by the Corps, the permittee shall:

a. Establish and maintain, in perpetuity, a preserve containing all avoided waters of the U.S. to ensure that the functions of the aquatic environment are protected;

b. Place all avoided waters of the U.S. and any upland buffers into a separate parcel prior to discharging dredge or fill material into waters of the U.S., and

c. Establish permanent legal protection for all preserve parcels, following Corps approval of the legal instrument;

If the Corps determines that it is impracticable to require permanent preservation of the avoided waters, additional mitigation may be required in order to compensate for indirect impacts to the waters of the U.S.

5. For all temporary fills, the PCN shall include a description of the proposed temporary fill, including the type and amount of material to be placed, the area proposed to be impacted, and the proposed plan for restoration of the temporary fill area to pre-project contours and conditions, including a plan for the re-vegetation of the temporary fill area, if necessary. In addition, the PCN shall include the reason(s) why avoidance of temporary impacts is not practicable.

In addition, for all activities resulting in temporary fill within waters of the U.S., the permittee shall:

a. Utilize material consisting of clean and washed gravel. For temporary fills within waters of the U.S. supporting anadromous fisheries, spawning quality gravel shall be used, where practicable, as determined by the Corps, after consultation with appropriate Federal and state fish and wildlife agencies;

b. Place a horizontal marker (e.g. fabric, certified weed free straw, etc.) to delineate the existing ground elevation of the waters temporarily filled during construction; and

c. Remove all temporary fill within 30 days following completion of construction activities.

6. In addition to the requirements of General Condition 2, unless determined to be impracticable by the Corps, the following criteria shall apply to all road crossings:

a.* For all activities in waters of the U.S. that are suitable habitat for Federally-listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed;

b. Road crossings shall be designed to ensure that no more than minor impacts would occur to fish and wildlife passage or expected high flows, following the criteria listed in Regional Condition 6(a). Culverted crossings that do not utilize a bottomless arch culvert with a natural stream bed may be authorized for waters that do not contain suitable habitat for Federally listed fish species, if it can be demonstrated and is specifically determined by the Corps, that such crossing will result in no more than minor impacts to fish and wildlife passage or expected high flows;

c. No construction activities shall occur within standing or flowing waters. For ephemeral or intermittent streams, this may be accomplished through construction during the dry season. In perennial streams, this may be accomplished through dewatering of the work area. Any proposed dewatering plans must be approved, in writing, by the Corps prior to commencement of construction activities; and

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d. All bank stabilization activities associated with a road crossing shall comply with Regional Condition 19.

In no case shall stream crossings result in a reduction in the pre-construction bankfull width or depth of perennial streams or negatively alter the flood control capacity of perennial streams.

7.* For activities in which the Corps designates another Federal agency as the lead for compliance with Section 7 of the Endangered Species Act (ESA) of 1973 as amended, pursuant to 50 CFR Part 402.07, Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act (EFH), pursuant to 50 CFR 600.920(b) and/or Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, pursuant to 36 CFR 800.2(a)(2), the lead Federal agency shall provide all relevant documentation to the Corps demonstrating any previous consultation efforts, as it pertains to the Corps Regulatory permit area (for Section 7 and EFH compliance) and the Corps Regulatory area of potential effect (APE) (for Section 106 compliance). For activities requiring a PCN, this information shall be submitted with the PCN. If the Corps does not designate another Federal agency as the lead for ESA, EFH and/or NHPA, the Corps will initiate consultation for compliance, as appropriate.

8. For all NHPAs which require a PCN, the permittee shall submit the following additional information with the compliance certificate required under General Condition 30:

a. As-built drawings of the work conducted on the project site and any on-site and/or off-site compensatory mitigation, preservation, and/or avoidance area(s). The as-builts shall include a plan-view drawing of the location of the authorized work footprint (as shown on the permit drawings), with an overlay of the work as constructed in the same scale as the permit drawings. The drawing shall show all areas of ground disturbance, wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas. Please note that any deviations from the work as authorized, which result in additional impacts to waters of the U.S., must be coordinated with the appropriate Corps office prior to impacts; and

b. Numbered and dated post-construction color photographs of the work conducted within a representative sample of the impacted waters of the U.S., and within all avoided waters of the U.S. on and immediately adjacent to the proposed project area. The compass angle and position of all photographs shall be similar to the pre-construction color photographs required in Regional Condition 1(c) and shall be identified on the plan-view drawing(s) required in subpart a of this Regional Condition.

9. For all activities requiring permittee responsible mitigation, the permittee shall develop and submit to the Corps for review and approval, a final comprehensive mitigation and monitoring plan for all permittee responsible mitigation prior to commencement of construction activities within waters of the U.S. The plan shall include the mitigation location and design drawings, vegetation plans, including target species to be planted, and final success criteria, presented in the format of the *Sacramento District's Habitat Mitigation and Monitoring Proposal Guidelines*, dated December 30, 2004, and in compliance with the requirements of 33 CFR 332.

10.* The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

11. The permittee is responsible for all authorized work and ensuring that all contractors and workers are made aware and adhere to the terms and conditions of the permit authorization. The permittee shall ensure

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and San Francisco District.

that a copy of the permit authorization and associated drawings are available and visible for quick reference at the site until all construction activities are completed.

12. The permittee shall clearly identify the limits of disturbance in the field with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.) prior to commencement of construction activities within waters of the U.S. The permittee shall maintain such identification properly until construction is completed and the soils have been stabilized. The permittee is prohibited from any activity (e.g. equipment usage or materials storage) that impacts waters of the U.S. outside of the permit limits (as shown on the permit drawings).

13. For all activities in which a PCN is required, the permittee shall notify the appropriate district office of the start date for the authorized work within 10 days prior to initiation of construction activities.

14. The permittee shall allow Corps representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification. The permittee will be notified in advance of an inspection.

15. For all activities located in the Mather Core Recovery Area in Sacramento County, as identified in the U.S. Fish and Wildlife Service's *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* dated December 15, 2005, NWPs 14, 18, 23, 29, 39, 40, 42, 43 and 44 are revoked from use in vernal pools that may contain habitat for Federally-listed threatened and/or endangered vernal pool species.

16. For activities located in the Primary or Secondary Zone of the Legal Delta, NWPs 29 and 39 are revoked.

17. For all activities within the Secondary Zone of the Legal Delta, the permittee shall conduct compensatory mitigation for unavoidable impacts within the Secondary Zone of the Legal Delta.

18. For NWP 12: Permittees shall ensure the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by the Corps) to seal the trench. For utility line trenches, during construction, the permittee shall remove and stockpile, separately, the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation. The permittee shall submit a PCN for utility line activities in the following circumstances:

a. The utility line crossing would result in a discharge of dredged and/or fill material into perennial waters, intermittent waters, wetlands, mudflats, vegetated shallows, riffle and pool complexes, sanctuaries and refuges or coral reefs;

b. The utility line activity would result in a discharge of dredged and/or fill material into greater than 100 linear feet of ephemeral waters of the U.S.;

c. The utility line installation would include the construction of a temporary or permanent access road, substation or foundation within waters of the U.S.; or

d. The proposed activity would not involve the restoration of all utility line trenches to pre-project contours and conditions within 30 days following completion of construction activities.

19. For NWP 13 and 14: All bank stabilization activities shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.), or a combination of hard-armoring (e.g. rip-rap) and native vegetation or bioengineered design

techniques, unless specifically determined to be impracticable by the Corps. The permittee shall submit a PCN for any bank stabilization activity that involves hard-armoring or the placement of any non-vegetated or non-bioengineered technique below the ordinary high water mark or, if tidal waters, the high tide line of waters of the U.S. The request to utilize non-vegetated techniques must include information on why the sole use of vegetated techniques is not practicable.

20. For NWP 23: The permittee shall submit a PCN for all activities proposed for this NWP, in accordance with General Condition 31 and Regional Condition 1. The PCN shall include a copy of the signed Categorical Exclusion document and final agency determinations regarding compliance with ESA, EFH and NHPA, in accordance with General Conditions 18 and 20 and Regional Condition 7.

21. For NWP 27: The permittee shall submit a PCN for aquatic habitat restoration, establishment, and enhancement activities in the following circumstances:

a. The restoration, establishment or enhancement activity would result in a discharge of dredged and/or fill material into perennial waters, intermittent waters, wetlands, mudflats, vegetated shallows, riffle and pool complexes, sanctuaries and refuges or coral reefs; or

b. The restoration, establishment or enhancement activity would result in a discharge of dredged and/or fill material into greater than 100 linear feet of ephemeral waters of the U.S.

22. For NWPs 29 and 39: The channelization or relocation of intermittent or perennial drainages is not authorized, except when, as determined by the Corps, the relocation would result in a net increase in functions of the aquatic ecosystem within the watershed.

23.* Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52, or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following:

a. A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characteristics observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the adjacent areas (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information;

b. An analysis of the proposed impacts to the waterbody, in accordance with General Condition 31 and Regional Condition 1;

c. Measures taken to avoid and minimize losses to waters of the U.S., including other methods of constructing the proposed activity(s); and

d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be offset, in accordance with 33 CFR 332.

24. For NWPs 29, 39, 40, 42, and 43: The permittee shall establish and maintain upland vegetated buffers in perpetuity, unless specifically determined to be impracticable by the Corps, next to all preserved open waters, streams and wetlands including created, restored, enhanced or preserved waters of the U.S., consistent with General Condition 23(f). Except in unusual circumstances, as determined by the Corps, vegetated buffers shall be at least 50 feet in width.

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and San Francisco District.

25. For NWP 46: The discharge shall not cause the loss of greater than 0.5 acres of waters of the United States or the loss of more than 300 linear feet of ditch, unless specifically waived in writing by the Corps.

26. All NWPs except 3, 6, 20, 27, 32, and 38 are revoked for activities in histosols, fens, bogs and peatlands and in wetlands contiguous with fens. Fens are defined as slope wetlands with a histic epipedon that are hydrologically supported by groundwater. Fens are normally saturated throughout the growing season, although they may not be during drought conditions. For NWPs 3, 6, 20, 27, 32, and 38, the permittee shall submit a PCN to the Corps in accordance with General Condition 31 and Regional Condition 1. This condition does not apply to NWPs 1, 2, 8, 9, 10, 11, 24, 28, 35 or 36, as these NWPs either apply to Section 10 only activities or do not authorize impacts to special aquatic sites.

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and San Francisco District.

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Attachment #5

Calif. RWQCB §401 Water Quality Certification

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Central Valley Regional Water Quality Control Board

10 November 2015

Stu Williams
City of Sacramento, Department of Utilities
1395 35th Ave.
Sacramento, CA 95822

CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, LEISURE LANE STORM DRAIN IMPROVEMENT PROJECT (WDID #5A34CR00626), SACRAMENTO COUNTY

ACTION:

1. Order for Standard Certification
2. Order for Technically-conditioned Certification
3. Order for Denial of Certification

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to § 13330 of the California Water Code and § 3867 of the California Code of Regulations (CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR § 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought..
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required § 3833 of the California Code of Regulations.

4. This Certification is no longer valid if the project (as described) is modified, or coverage under § 404 of the Clean Water Act has expired. The City of Sacramento, Department of Utilities shall notify the Central Valley Water Board within 7 days of the project completion.
5. All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.
 - a. For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if *authority* to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor.
 - c. For a municipality, State, federal, or other public agency: by either a principal executive officer or ranking elected official.
6. Any person signing a document under Standard Condition No. 5 shall make the following certification, whether written or implied:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

TECHNICAL CERTIFICATION CONDITIONS:

In addition to the above standard conditions, The City of Sacramento, Department of Utilities shall satisfy the following:

1. The City of Sacramento, Department of Utilities shall notify the Central Valley Regional Water Quality Control Board (Central Valley Water Board) in writing at least **seven (7) days** in advance of the start of any work within waters of the United States. The notification shall include the name of the project and the WDID number, and shall be sent to the Central Valley Water Board Contact indicated in this Certification.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. The City of Sacramento, Department of Utilities shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during

construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed Project shall be adequately informed and trained regarding the conditions of this Certification.

4. The City of Sacramento, Department of Utilities shall perform surface water sampling:
 - a) when performing any in-water work;
 - b) in the event that project activities result in any materials reaching surface waters; or
 - c) when any activities result in the creation of a visible plume in surface waters.

The monitoring requirements in Table 1 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

Table 1:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(4)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—

- ⁽¹⁾ Grab samples shall be taken at mid-depth and be collected at the same time each day to get a complete representation of variations in the receiving water.
- ⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant.
- ⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.
- ⁽⁴⁾ A hand-held field meter may be used, provided that the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring required by this Certification shall be maintained at the Project site.

As appropriate, surface water monitoring shall occur at mid-depth. A surface water monitoring report shall be submitted to the Central Valley Water Board Contact indicated in this Certification within two weeks of initiation of sampling and every two weeks thereafter. In reporting the monitoring data, the City of Sacramento, Department of Utilities shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no monitoring is conducted, the City of Sacramento, Department of Utilities shall submit a written statement to the Central Valley Water Board Contact indicated in the Certification stating, "No monitoring was required." with the Notice of Completion.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 or *Water Quality Control Plan for the Tulare Lake Basin, 2nd Edition (Basin Plan)* that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

- a) Activities shall not cause turbidity increases in surface water to exceed:
- i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.

- b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within approximately 300 feet downstream of the Project.
6. The City of Sacramento, Department of Utilities shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, or other water quality objectives are exceeded.
7. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The City of Sacramento, Department of Utilities must

perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

8. The City of Sacramento, Department of Utilities shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must also address the potential of responding to a spill or prevention of spills occurring within the Project site.
9. Asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering surface waters. Concrete must completely be cured before coming into contact with surface waters. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
10. Creosote-treated wood products or any other treated wood products that are highly flammable and/or toxic to aquatic life shall not be installed in surface waters. A method of containment must be used below the bridge(s), boardwalk(s), and/or temporary crossing(s) to prevent debris from falling into the water body as feasible.
11. An effective combination of erosion and sediment control Best Management Practices (BMPs) shall be implemented and adequately working during all phases of construction.
12. All areas disturbed by Project activities shall be protected from washout or erosion.
13. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
14. If temporary surface water diversions and/or dewatering are anticipated, the City of Sacramento, Department of Utilities shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.
15. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the State below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.
16. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will

cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

17. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the receiving water. The City of Sacramento, Department of Utilities shall notify the Central Valley Water Board as soon as practicable of any spill of petroleum products or other organic or earthen materials with written follow up within 5 days.
18. The City of Sacramento, Department of Utilities shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement issued by the California Department of Fish and Wildlife within 14 days of issuance to the Central Valley Water Board Contact indicated in this Certification.

The City of Sacramento, Department of Utilities shall comply with all California Department of Fish and Wildlife requirements, including but not limited to those requirements described in the Lake or Streambed Alteration Agreement.

19. The City of Sacramento, Department of Utilities shall obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water and/or shall obtain Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land from the Central Valley Water Board.
20. The Conditions in this water quality certification are based on the information contained in the City of Sacramento, Department of Utilities' application and in the attached "Project Information Sheet." If the Project, as described in the application and the attached Project Information Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.
21. The City of Sacramento, Department of Utilities shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the Project, as they pertain to biology, hydrology and water quality impacts as required by § 21081.6 of the Public Resource Code and § 15097 of the California Code of Regulations.
22. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under the applicable state or federal law. For the purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with water quality standards and other pertinent requirements incorporated into this certification.
 - a) If The City of Sacramento, Department of Utilities or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the

City of Sacramento, Department of Utilities is subject to civil monetary liabilities, for each day of violation, or criminal liability.

- b) In response to a suspected violation of any condition of this certification, Central Valley Water Board may require the holder of any federal permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. (Water Code, § 1051, 13165, 13267 and 13383) In response to any violation of the conditions of this certification, the Central Valley Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.
 - c) The City of Sacramento, Department of Utilities shall allow the staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the Project premises for inspection, including taking photographs and securing copies of Project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the Project.
23. The City of Sacramento, Department of Utilities shall provide evidence of all on-site and off-site compensatory mitigation requirements, including, but not limited to, the purchase of mitigation credits, payment of in-lieu fees, creation of wetlands, or any combination as required by the United States Army Corps of Engineers prior to commencing construction to the Central Valley Water Board.

Compensatory mitigation must comply with the effective policy at the time of Certification, which ensures no overall net loss of wetlands for impacts to waters of the State.

24. Staff of the Central Valley Water Board has prepared total maximum daily load (TMDL) allocations that, once approved, would limit methylmercury in storm water discharges to the Sacramento-San Joaquin Delta. The Central Valley Water Board has scheduled these proposed allocations to be considered for adoption. When the Central Valley Water Board adopts the TMDL and once approved by the Environmental Protection Agency, the discharge of methylmercury may be limited from the proposed project. The purpose of this condition is to provide notice to the City of Sacramento, Department of Utilities that methylmercury discharge limitations and monitoring requirements may apply to this project in the future and also to provide notice of the Central Valley Water Board's TMDL process and that elements of the planned construction may be subject to a TMDL allocation.

STORM WATER QUALITY CONDITIONS:

The City of Sacramento, Department of Utilities shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, the City of Sacramento, Department of Utilities must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and before construction;
 - b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

2. The City of Sacramento, Department of Utilities must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices:
 - a) minimize the amount of impervious surface;
 - b) reduce peak runoff flows;
 - c) provide treatment BMPs to reduce pollutants in runoff;
 - d) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
 - i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.

3. The City of Sacramento, Department of Utilities shall provide the Central Valley Water Board Contact indicated in this Certification a Notice of Completion (NOC) no later than 30 days after the Project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project description in the Certification and in any amendments approved. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation

REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

George Day, Senior Water Resource Control Engineer
Central Valley Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205, Redding, California 96002
gday@waterboards.ca.gov, (530) 224-4859

WATER QUALITY CERTIFICATION:

I hereby issue an Order certifying that any discharge from The City of Sacramento, Department of Utilities, Leisure Lane Storm Drain Improvement Project (WDID# 5A31CR00419) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)."

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in compliance with conditions of this Certification, the City of Sacramento, Department of Utilities' application package, and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised October 2011 (Basin Plan).

Any person aggrieved by this action may petition the State Water Quality Control Board to review the action in accordance with California Water Code § 13320 and California Code of Regulations, Title 23, § 2050 and following. The State Water Quality Control Board must receive the petition by 5:00 p.m., 30 days after the date of this action, except that if the thirtieth day following the date of this action falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Quality Control Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.



(for) PAMELA C. CREEDON
Executive Officer

DLW:reb

Enclosure: Water Quality Order No. 2003-0017 DWQ

cc w/o Ms. Mary Pakenham-Walsh, U.S. Army Corp of Engineers, Sacramento
enclosures: Department of Fish and Wildlife, Region 2, Rancho Cordova
U.S. Fish and Wildlife Service, Sacramento
Mr. Bill Jennings, CALSPA, Stockton

cc w/o
enclosures
by email: U.S. EPA, Region 9, San Francisco
Mr. Bill Orme, SWRCB, Certification Unit, Sacramento

PROJECT INFORMATION

Application Date: 24 March 2015

Application Complete Date: 10 November 2015

Applicant: City of Sacramento, Department of Utilities
1395 35th Ave.
Sacramento, CA 95822

Project Name: Leisure Lane Storm Drain Improvement Project

Application Number: WDID No. 5A34CR00626

U.S. Army Corps File Number: SPK-202015-00277

Type of Project: Storm drain improvements

Project Location: Section: Del Paso, Township 9 North, Range 5 East
Latitude: 38.600° and Longitude: -121.452°

County: Sacramento County

Receiving Water(s) (hydrologic unit): Unnamed tributary to the American River. Valley-American Hydrologic Unit No.519.21 – Lower American HSA

Water Body Type: Streambed/Wetland

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include, but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml.

Project Description (purpose/goal): The Leisure Lane Storm Drain Improvement Project is located on the north side of Hwy 160 west of Royal Oaks Drive and on the south side of Hwy 160 west of Exposition Blvd.

The project consists of constructing a 10 ft. x 30 ft. outlet weir box north of CA Hwy 160 between the City's existing 8 inch waterline and 12 inch sewer line in the City's Basin. To build the new outlet weir box, the existing 3 foot by 4 foot box culvert, the 60 inch diameter pipe, and the 34 inch diameter pipe will be extended. The outlet weir box will have a 12 inch diameter pipe at grade that will allow all collected storm water to eventually drain out of the Basin over

several days. South of CA-Hwy 160, a transition manhole will be constructed wherein the flow shape will change from rectangular to round, followed by placement of approximately 145 feet of either 54 inch diameter Reinforced Concrete Pipe (RCP) or 60 inch diameter plastic pipe buried at-grade within the existing ditch. The buried pipe will terminate with a standard flared end section, with concreted cobbled riprap around it (similar to what exists now around the existing 60 inch and 34 inch outlets) to mitigate erosion.

The project will permanently impact 0.064 acre(s) and/or temporarily impact 0.025 acre(s) of waters of the United States and/or permanently impact 0.018 acre(s) and temporarily impact 0.060 acre(s) of waters of the State

Preliminary Water Quality Concerns: Construction activities including soil disturbance, excavation, cutting/filling, and grading activities could result in increased erosion and sedimentation and may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: The City of Sacramento, Department of Utilities will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. The City of Sacramento, Department of Utilities will conduct turbidity and settleable matter testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed.

Fill/Excavation Area: Approximately 31 cubic yards of soil or other type of material will be excavated from 0.064 acres of waters of the United States.

Approximately 534 cubic yards of clean soil, concrete, and pipe will be placed into 0.064 acres of waters of the United States.

Dredge Volume: N/A

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.064 acre/ 215 linear feet of wetland/streambed from fill/excavation activities.

Table 1: Impacts from Fill and/or Excavation Activities

Fill Type	Permanent			Temporary		
	Acres	Linear Feet	Cubic Yards	Acres	Linear Feet	Cubic Yards
Wetlands						
Wetlands Total	0.015	NA		0.002	NA	
Stream Channel						
Stream Total	0.018	160		0.060		
Riparian Area						
Riparian Area Total	0.049	55		0.023		
Total Impacts	0.082	215		0.085		

Notes

NA Not Applicable

United States Army Corps of Engineers Permit Type: Nationwide Permit #43

Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The City of Sacramento, Department of Utilities applied for a Lake or Streambed Alteration Agreement on 19 March 2015.

Possible Listed Species: There are no Federally-threatened, Federally-endangered, or California Department of Fish & Wildlife (CDFW) species of special concern listed for the proposed project.

Status of CEQA Compliance: The City of Sacramento is the Lead Agency responsible for compliance with the California Environmental Quality Act for the [insert name of project] Project pursuant to § 21000 et seq. of the Public Resources Code. The City of Sacramento certified the Negative Declaration on 24 June 2015. The City of Sacramento filed a Notice of Determination with the State Clearinghouse on 24 June 2015 (State Clearinghouse Number 2015032059).

Compensatory Mitigation: The Central Valley Water Board is not requesting compensatory mitigation for the Leisure Lane Storm Drain Improvement Project.

Application Fee Provided: An application fee of \$600.00 was submitted on 24 March 2015 and an additional fee of \$347.00 was submitted on 17 July 2015. A total fee of \$937.00 has been submitted to the Central Valley Water Board as required by § 3833(b)(3)(A) and § 2200(a)(3) of the California Code of Regulations.

STATE WATER RESOURCES CONTROL BOARD

WATER QUALITY ORDER NO. 2003 - 0017 - DWQ

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED
STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,¹ file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

¹ "Waters of the State" as defined in CWC Section 13050(e)

6. These General WDRs require compliance with all conditions of Certification orders to ensure that water quality standards are met.
7. The U.S. Supreme Court decision of *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers*, 531 U.S. 159 (2001) (the *SWANCC* decision) called into question the extent to which certain “isolated” waters are subject to federal jurisdiction. The SWRCB believes that a Certification is a valid and enforceable order of the SWRCB or RWQCBs irrespective of whether the water body in question is subsequently determined not to be federally jurisdictional. Nonetheless, it is the intent of the SWRCB that all Certification conditions be incorporated into these General WDRs and enforceable hereunder even if the federal permit is subsequently deemed invalid because the water is not deemed subject to federal jurisdiction.
8. The beneficial uses for the waters of the State include, but are not limited to, domestic and municipal supply, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, and preservation and enhancement of fish, wildlife, and other aquatic resources.
9. Projects covered by these General WDRs shall be assessed a fee pursuant to Title 23, CCR section 3833.
10. These General WDRs are exempt from the California Environmental Quality Act (CEQA) because (a) they are not a “project” within the meaning of CEQA, since a “project” results in a direct or indirect physical change in the environment (Title 14, CCR section 15378); and (b) the term “project” does not mean each separate governmental approval (Title 14, CCR section 15378(c)). These WDRs do not authorize any specific project. They recognize that dredge and fill discharges that need a federal license or permit must be regulated under CWA section 401 Certification, pursuant to CWA section 401 and Title 23, CCR section 3855, et seq. Certification and issuance of waste discharge requirements are overlapping regulatory processes, which are both administered by the SWRCB and RWQCBs. Each project subject to Certification requires independent compliance with CEQA and is regulated through the Certification process in the context of its specific characteristics. Any effects on the environment will therefore be as a result of the certification process, not from these General WDRs. (Title 14, CCR section 15061(b)(3)).
11. Potential dischargers and other known interested parties have been notified of the intent to adopt these General WDRs by public hearing notice.
12. All comments pertaining to the proposed discharges have been heard and considered at the November 4, 2003 SWRCB Workshop Session.
13. The RWQCBs retain discretion to impose individual or general WDRs or waivers of WDRs in lieu of these General WDRs whenever they deem it appropriate. Furthermore, these General WDRs are not intended to supersede any existing WDRs or waivers of WDRs issued by a RWQCB.

IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

CERTIFICATION

The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE: Arthur G. Baggett, Jr.
Peter S. Silva
Richard Katz
Gary M. Carlton
Nancy H. Sutley

NO: None.

ABSENT: None.

ABSTAIN: None.


Debbie Irvin
Clerk to the Board

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Attachment #6

Sample Notification Letter

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Constructing Storm Drain Facilities [Distribute 5 working days prior to beginning work. Fill in highlighted fields and have Engineer approve prior to posting.]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to **(Contractor)** to construct drainage facilities in the area **(Add description of project limits here)**. Construction in your neighborhood is scheduled to begin on **_____** and end by **_____**.

At the end of each work day, any closed traffic lane or street will be re-opened. Our work hours are typically between 7 AM to 6 PM.

General public and construction crew safety is of primary concern to us and we encourage you to observe all construction warning signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

Contractor Superintendent: Name: Phone Number

City Inspector: Name: Phone Number

City Inspection Supervisor: Name: Phone Number

City Project Manager: Name: Phone Number

Thank you for your cooperation on this very important project.

Sincerely,

Contractor Representative

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