File ID: 2026-01000 6/23/2026

[Contract] Lower Beach Lake Berm Seepage Mitigation Project [Published for 10-Day Review 06/11/2026]

File ID: 2026-01000

Location: Citywide

Recommendation: Pass a **Motion**: 1) approving the contract plans and specifications for the Lower Beach Lake Berm Seepage Mitigation Project (W14130400); 2) awarding the contract to Soracco, Inc. for an amount not to exceed $1,131,978; and 3) authorizing the City Manager or designee to execute the construction contract with Soracco, Inc.

Contact: Gary Gulseth, Project Manager, (916) 808-1415, ggulseth@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Contract

Description/Analysis
Issue Detail: Staff recommends that the City Council award a construction contract to Soracco, Inc. for the rehabilitation of the Lower Beach Lake Overflow Berm. The project includes reconstruction and seepage mitigation of the existing berm separating Lower Beach Lake and Morrison Creek, including earthwork, seepage control measures, and associated restoration necessary to restore the berm's structural integrity and hydraulic performance.

The project is being delivered through a Cost Share Agreement between the City of Sacramento (City), County of Sacramento (County), and the Sacramento Area Sewer District (SASD), under which the agencies share construction and permitting costs. The berm is a critical flood-control and habitat feature that has experienced progressive deterioration since original construction. Water from Lower Beach Lake now leaks continually into Morrison Creek, resulting in increased operational demands on City-maintained Drainage Sump 90 and increased maintenance and electrical costs.

Construction of this project will reduce seepage, improve flood storage reliability, protect adjacent SASD buffer lands, and support the City and County's ability to manage low flows in Morrison Creek.

Policy Considerations: City Council approval is required to award construction contracts of $250,000 or more. The action requested conforms with City Code Chapter 3.56, Articles I and III, which provide for award of competitively bid contacts to the lowest responsible bidder.

Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7 Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than $1,000,000 shall be made available to the public at least 10 days prior to City Council action. This item was published for 10-day review on June 11, 2026, in compliance with the City Code.

Economic Impacts: This project is expected to create 4.52 total jobs (2.6 direct jobs and 1.92 jobs through indirect and induced activities) and create $698,922 in total economic output ($440,536 of direct output and another $258,386 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: The subject project was reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA). The project involves rehabilitation and repair of an existing overflow berm, including seepage mitigation and minor appurtenant improvements, with no expansion of use or capacity, and therefore qualifies for a Class 1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) exemptions pursuant to CEQA Guidelines Sections 15301 and 15302.

Sustainability: The proposed project is consistent with the City of Sacramento 2040 General Plan Goal ERC-6.2 as it improves the reliability and resiliency of critical flood-control infrastructure, reduces long-term maintenance and energy demands associated with excessive seepage and pumping, and protects adjacent natural resources and habitat. Rehabilitation of the existing berm extends the service life of existing infrastructure, minimizes the need for future emergency repairs, and supports sustainable asset management practices.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised and six bids were received and opened on April 1, 2026. Soracco, Inc. was the lowest responsible bidder.

The bid results are as follows:

Contractor	Amount
Soracco, Inc.	$1,131,978
KP Martin General Engineering	$1,150,557
T&S Construction Co.	$1,207,230
Granite Construction	$1,445,737
Dynamo Construction	$1,889,077
Dutra Construction	$2,075,490

The Engineer's construction cost estimate was $1,315,000.

Financial Considerations: Sufficient funds are available within the Drainage Channel Improvement Program (W14130400) to award a construction contract to Soracco in an amount not to exceed $1,131,978. The project is being delivered pursuant to Cost Share Agreement No. 2025-4771 between the City of Sacramento, County of Sacramento, and the Sacramento Area Sewer District. The City will initially fund construction costs and will be reimbursed by the County and SASD monthly during construction, consistent with the terms of the Cost Share Agreement. The City's share of project costs will not exceed its authorized funding allocation.

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

Local Business Enterprise (LBE): Soracco, Inc. is not an LBE, but has partnered with two LBE's, Blue Iron and Fox Loomis, Inc., for this project to meet the minimum LBE requirement. Blue Iron will provide sheet pile and cofferdam services ($356,665) and Fox Loomis, Inc. will provide dewatering services ($40,000).

CONTRACT #: PRC004241
CONTRACT NAME: Lower Beach Lake Berm Seepage Mitigation Project
AGREEMENT TERM: NA
AUTHORIZED RENEWALS: NA
DEPARTMENT/DIVISION: Utilities

PROJECT: W14130409
NOT-TO-EXCEED AMOUNT: $1,138,978
SOLICITATION: B25141311011
LBE (Y/N): N
COUNCIL FILE ID: 2026-01000

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 Soracco, Inc.("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:

Notice to Contractors
Proposal Form submitted by the Contractor
Instructions to Bidders
Subcontractor and Local Business Enterprise Participation Form
Drug-Free Workplace Policy and Affidavit
Construction and Demolition (C&D) Debris Recycling Requirements
Workers' Compensation Insurance Certification
Federal or State funding requirements (if applicable)
Local Business Enterprise (LBE) Requirements
Requirements of the Non-Discrimination in Employee Benefits Code
Ban-The-Box Requirements
CWTA Requirements (if applicable)
Addenda, if any
This Agreement
Standard Specifications
Special Provisions
Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Project Progress Payment Application
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 November 10, 2020 (Resolution No. 2020-0354),

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:

Lower Beach Lake Berm Seepage Mitigation Project (PN:W14130409)

Including the Work called for in the following alternative bid items described in the Proposal Form:

_____

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 $1,131,978.00, as 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, as defined in section 1-25 of the Standard Specifications ("Engineer"), shall present to the Contractor a statement, which may be in the form of a Project Progress Payment Application, 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 and execute the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for payment of ninety-five (95) percent of the amount in the statement 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. Contractor's written approval and execution of the statement shall contain a signed certification under penalty of perjury under the Laws of the State of California that all items, units, prices, and quantities listed in the monthly estimate are correct, and that all Work has been performed, and materials supplied in full accordance with the conditions of applicable laws, rules, and regulations, and the Contract Documents.

C. No inaccuracy or error in said monthly statements or 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 statement, certificate, or estimate for payment.

D. Contractor shall not be paid for any defective or improper Work.

E. 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.

F. 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.

G. 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. PUBLIC WORKS REQUIREMENTS

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 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 California Public Contract Code), or engage in the performance of any contract for

Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

8. PERFORMANCE AND PAYMENT BONDS

Contractor must provide a Performance Bond and a Payment Bond to the City, each for a sum equal to one-hundred percent (100%) of the Contract amount. Each Bond shall be executed by a surety insurer admitted and duly authorized to transact business in the State of California. If the amount of this Contract is increased, Contractor shall increase the amount of the Performance and/or Payment bond if and to the extent required by the City.

9. 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.

10. 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 phase “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.

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 60 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. 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 $1,500 for each working 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.

18. 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 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. CONTRACTOR SHALL ASSUME RISKS

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

20. 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.

21. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 21.

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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance is required 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 two million dollars ($2,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

(2) Automobile Liability Minimum Scope and Limits of Insurance Coverage. (*Check the applicable provision*)

[X] Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.
The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

[ ] No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

(3) Excess Insurance: The Contractor may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

.

(4) Workers' Compensation Minimum Scope and Limits of Insurance Coverage. (*Check all applicable provisions*)

[X] Workers' Compensation Insurance is required 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 work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

B. 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 and non-contributory insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.

(2) Any failure to comply with reporting provisions of the policies will 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.

C. Waiver of Subrogation.

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

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 21 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. Copies of policies shall be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

(2) Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(3) Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(4) 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 this Section 21.

22. 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 22.

23. 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.

24. 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.

25. EXTENSION OF TIME

If the Contractor complies with Section 24, 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.

26. 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.

27. 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.

28. 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).

29. 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 16 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.

30. 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 28 and 29 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

31. 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 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 30 or Section 31 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.

33. 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.

34. REPRESENTATIVES OF THE PARTIES.

A. City Engineer.

(1) The Engineer for this Contract is:

Gary Gulseth / Senior Engineer
1395 35th Avenue, Sacramento, CA 95822
916-808-1415 / ggulseth@cityofsacramento.org

(2) All Contractor questions and correspondence pertaining to this Contract must be addressed to the Engineer. In the event the City hires a third-party consultant to assist with construction management, the Engineer may direct Contractor to copy such consultant on questions and correspondence, but such a request does not constitute a delegation of authority to the third-party consultant to serve as the Engineer (i.e., any alterations, deviations, additions to, or deletions from the Work or any of the Contract Documents, must be authorized by the Engineer, not a third-party consultant, pursuant to a properly executed change order).

B. Contractor Representative.

(1) The Contractor Representative for this Contract is:

Soracco, Inc.
903 E Lodi Ave, Lodi, CA 95240
209-267-4030 / Richard@soraccoinc.com

(2) All City questions pertaining to the Contract shall be referred to the Contractor Representative. All correspondence to Contractor shall be addressed to the Contractor Representative.

C. Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given: (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract; or (iii) if transmitted by email, by the time stated on the intended recipient's email.

35. 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.

36. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

37. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may

terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

38. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. Contractor further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions

by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Contractor shall provide immediate written notice to the City if, at any time prior to execution, the Contractor learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

39. COMMUNITY WORKFORCE TRAINING AGREEMENT *(Check below if the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by Contractor exceed $1,000,000.*)

[X] The work to be completed under this Agreement is subject to the City's Community Workforce Training Agreement ("CWTA") and CWTA Program. A copy of the CWTA and summary of its requirements are attached hereto as Exhibit X.

Prior to executing this Agreement, Contractor has executed Addendum A to the CWTA. All subcontractors (listed or hired after the time of bid or award) must also execute Addendum A to the CWTA prior to performing any Work.

Contractor must include the provisions of this section, as well as a copy of Exhibit X, in every subcontract for Work covered by the CWTA.

Failure to sign and submit Addendum A shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. Failure to satisfy the requirements of the CWTA and demonstrate a good faith effort to meet any Local Hire and Priority Apprentice Goals (if applicable), may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

City of SACRAMENTO
Department of Utilities

ENGINEERING SERVICES DIVISION

CONTRACT SPECIFICATIONS
FOR

Lower Beach Lake Berm Seepage Mitigation Project
PN:W14130409

B25141311011

Engineer's Estimate: $1,315,000

For Pre-Bid Information Call:

Gary Gulseth
Senior Engineer
(916) 808-1415

Separate Plans

Bid to be received before 2:00 PM
3/25/2026
Security Desk, 1st Floor (City Clerk in-box)
New City Hall
915 I Street, Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options

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CALIFORNIA LABOR CODE RELATING TO APPRENTICES
http://www.dir.ca.gov/dlse/dlsePublicWorks.html

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W-9
CA Form 590
CA Form 587

SPECIAL PROVISIONS

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 Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor's Reception Desk, up to the hour of 2:00 p.m. on **3/25/2026** and opened at and read after 2:00 p.m. on **3/25/2026**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

Lower Beach Lake Berm Seepage Mitigation Project

(PN: W14130409) (B25141311011)

as set forth in the Contract Documents.

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. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR

Lower Beach Lake Berm Seepage Mitigation Project

(PN: W14130409) (B25141311011)

You can view and download the plans and Contract Documents from:

PLANET BIDS
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

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 on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of $25,000 or less, or an alteration, demolition, repair, and maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

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.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation 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.

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.

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 invitation to bid 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.

The Project Manager's contact information is:

Gary Gulseth, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1415 / Email ggulseth@cityofsacramento.org

INSTRUCTIONS TO BIDDERS – BID ITEMS

Base Bid Items:

The Base Bid Items (Items 1–18) represent the primary scope of work required under this Contract. Bidders shall furnish unit prices or lump sum amounts for all Base Bid Items listed in the Bid Schedule. The City will determine the lowest responsive and responsible bidder based on the total amount of the Base Bid Items only.

Contingency Bid Items:

Contingency Bid Items represent work that may or may not be required depending on field conditions or the Contractor's means and methods. Bidders shall provide complete pricing for all Contingency Bid Items listed in the Bid Schedule. For this Project, Item 19 – Cofferdam is a Contingency Bid Item. Contingency Bid Items will not be used to determine the lowest bid. If such work is authorized by the Engineer, it will be paid at the unit or lump sum price bid.

The City reserves the right to:

Award the Contract based on Base Bid Items only.
Reject any or all bids.
Authorize Contingency Bid Items at its sole discretion

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the "Ban-the-Box Ordinance"), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits "covered employers" from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

"City Contract"

The Ban-the-Box Ordinance applies to all "city contracts." The term "city contract" means a contract awarded after January 1, 2017 to a "covered employer" for services or a public project in return for compensation of $250,000 or more. The term "city contract" includes contracts for services or public projects that were awarded for an amount less than $250,000 but were amended to increase the total compensation to $250,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same "covered employer" within the previous 12 months is $250,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

"Covered Employer"

The Ban-the-Box Ordinance only applies to "covered employers." The term "covered employer" means a person who is a party to a "city contract" and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any "related person." A person is a "related person" when any of the following circumstances exists:

(1) The person and the person that is a party to a "city contract" are both corporations and:

   (a) Share a majority of members of their governing boards; or
   (b) Have two or more officers in common; or
   (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power); or
   (d) Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power).

(2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.

The term "covered employer" includes a subcontractor providing services under a "city contract" if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the "city contract."

The term "covered employer" does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a "covered employer" is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a "city contract." Additionally, the Ban-the-Box Ordinance does not prevent a "covered employer" from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor's responsibility to determine whether the aggregate value of $250,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor's responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a "covered employer" constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require "covered employers" to verify compliance.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityofsacramento.org.

For more information on the City's Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240 or email Purchasing@cityofsacramento.org.

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **3/25/2026** at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **3/25/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130409) (B25141311011)

in the City and County of Sacramento, California.

TOTAL BID: _____ ($_____).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS	$_____	$_____
2	SWPPP & Erosion Control Plan Preparation & Implementation	1	LS	$_____	$_____
3	Dewatering	1	LS	$_____	$_____
4	Clearing and Grubbing	1	AC	$_____	$_____
5	Remove Existing Tree & Rootball	4	EA	$_____	$_____
6	Remove Existing Concrete Cap	300	CY	$_____	$_____
7	Excavate and Salvage Rip Rap/Concrete Rubble	~~220~~ 200	CY	$_____	$_____
8	Excavate Soil	210	CY	$_____	$_____
9	Remove and Dispose Existing 36" CMP Culvert Segment	1	LS	$_____	$_____
10	Sheet Pile Cutoff Wall (Steel)	6,790	SF	$_____	$_____
11	Geotextile Separator	800	SY	$_____	$_____
12	CLSM Backfill	~~160~~ 140	CY	$_____	$_____
13	Remove Existing Concrete Slope Lining	4	CY	$_____	$_____
14	Caltrans Class 2 Aggregate Base	30	CY	$_____	$_____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
15	Berm Fill	290	CY	$_____	$_____
16	Import (Berm Fill)	120	CY	$_____	$_____
17	Caltrans Class I Rock Slope Protection	190	CY	$_____	$_____
18	Reinforced Concrete Cap	45	CY	$_____	$_____
19	**Contingency Bid Item**: Cofferdam	375	LF	$_____	$_____

TOTAL BID: $_____

Contractor's Name: Soracco, Inc.
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than 3/25/2026 at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on 3/25/2026, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

Lower Beach Lake Berm Seepage Mitigation Project

(PN: W14130409) (B25141311011)

in the City and County of Sacramento, California.

TOTAL BID: One million three hundred thirty two thousand three hundred seventy eight 0/100 ($1,132,378).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	LS	$ 80 000	$ 80 000
2	SWPPP & Erosion Control Plan Preparation & Implementation	1	LS	$ 12 000	$ 12 000
3	Dewatering	1	LS	$ 58,000	$ 58,000
4	Clearing and Grubbing	1	AC	$ 18 000	$ 18 000
5	Remove Existing Tree & Rootball	4	EA	$ 1 200	$ 4 800
6	Remove Existing Concrete Cap	300	CY	$ 204	$ 61 200
7	Excavate and Salvage Rip Rap/Concrete Rubble	220	CY	$ 222	$ 44 400
8	Excavate Soil	210	CY	$ 84	$ 17 640
9	Remove and Dispose Existing 36" CMP Culvert Segment	1	LS	$ 6 000	$ 6 000
10	Sheet Pile Cutoff Wall (Steel)	6,790	SF	$ 50	$ 339,500
11	Geotextile Separator	800	SY	$ 12	$ 9 600
12	CLSM Backfill	160	CY	$ 300	$ 42 000
13	Remove Existing Concrete Slope Lining	4	CY	$ 1 200	$ 4 800
14	Caltrans Class 2 Aggregate Base	30	CY	$ 312	$ 9 360

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
15	Berm Fill	290	CY	$ 103 20	$ 29,928
16	Import (Berm Fill)	120	CY	$ 90	$ 10,800
17	Caltrans Class I Rock Slope Protection	190	CY	$ 216	$ 41,040
18	Reinforced Concrete Cap	45	CY	$ 618	$ 27,810
19	**Contingency Bid Item:** Cofferdam	375	LF	$ 840	$ 315,000

TOTAL BID: ~~$1 182 3 8~~

1,132,378

City of SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(B25141311011 PN: W14130409)

ADDENDUM #01

February 26, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary H Gulseth Digitally signed by Gary H Gulseth
DN: CN=Gary H Gulseth, OU=Users, OU=DOU, OU=COFS, DC=cityofsacramento, DC=org
Date: 2026.02.26 12:24:34-08'00'

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 01 DATE: February 26, 2026

Lower Beach Lake Berm Seepage Mitigation Project (B25141311011 PN: W14130409)

1. Additional Document

PlanetBids has been updated to include an additional bid document. The document consists of a limited geotechnical investigation performed during design of the project dated May 24, 2023.

City of
SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES
DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #02

March 3, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 02 DATE: March 3, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Pre-Bid Meeting

This following general information is added to PlanetBids regarding the pre-bid meeting scheduled for March 5, 2026, at 10 am.

A few isolated wet/soft have developed along the access road due to recent rainfall. It may be possible to access the site with a 2wd vehicle; however, we suggest using a 4wd vehicle. The parking and turn-around space near the project site is limited. We recommend parking near or at the staging/stockpile area shown in Drawing No. G-005 of the Plans and walking the remaining distance to the project site. Parking in other areas along the access road is prohibited.

City of
SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES
DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #03

March 5, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 03 DATE: March 5, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Pre-Bid Meeting

The Division 1 Project Specifications uploaded to PlanetBids was incorrect. A new and correct Division 1 Specification has been added to PlanetBids.

City of
SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES
DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #04

March 5, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 04 DATE: March 5, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Sign-In Sheet, Pre-Bid Meeting

PlanetBids has been updated to include the sign-in sheet from the pre-bid meeting on March 5, 2026, at 10 am.

Lower Beach Lake Seepage Mitigation Project
Non-Mandatory Pre-Bid Meeting
3/5/2026 10:00

SIGN IN SHEET

Name	Department/ Company	Phone	Email
Gary Gulseth	City DOU	916 808 1415	ggulseth@cityofsacramento.org
Brian Holmberg	Dutra	415 451 7287	Pglavin @ dutra group. com
Jordan Moore	Hat Creek Construction	530 2387336	jordan@hatcreekconstruction.com
Gerardo Melendez	DUTRA	628-736-0607	ESTIMATING @ DUTRAGROUP.COM
JR DEPERALTA	AIS AMERICAN INTEGRATED SERVICES	925-954-118	JRDEPERALTA@AMERICANINTEGRATED.COM
JASON VANDERVEEN	T&S CONSTRUCTION	916-201-3510	JASONV@916PIPE.COM
Kevin Martin	KP Martin	530-488-0071	kpmartin@sbcglobal.net
Jake Pauer	Impact Solutions Ind	408 813 6723	estimating@impactsolutionsind.com
Justin Goldenstein	Nordic	530 742 7124	estimating@nordicind.com
Matt Zimmerman	Wood Rodgers	916-341-7717	MZimmerman @ woodrodgers.com
Peter Blum	Wood Rodgers	916-440-8073	pblum@woodrodgers.com
Steve Scott	Sac Sewer	916 875 9307	scotts@sacsewer.com

City of
SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #05

March 6, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 05 DATE: March 6, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Photo Summaries from 2023 and 2025

PlanetBids has been updated to include summaries of photographs taken of the project area in July 2023 and May 2025. The contractor shall assume that water levels in Lower Beach Lake and Morrison Creek will be similar at the time of construction.

City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

Location Map

Service Layer Credits: World Imagery: Yolo County, Vantor
World Boundaries and Places: Esri, HERE, Garmin, iPC

NORTH

0 250 500

Feet

WOOD RODGERS

Photo Location

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City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

WOOD RODGERS

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IMG_4746.JPEG
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IMG_4747.JPEG
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IMG_4748.JPEG
6: -

City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

WOOD RODGERS

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IMG_4750.JPEG
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IMG_4753.JPEG
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IMG_4754.JPEG
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IMG_4759.JPEG
12: -

City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

WOOD RODGERS

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IMG_4762.JPEG
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IMG_4763.JPEG
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IMG_4764.JPEG
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City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

WOOD RODGERS

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City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

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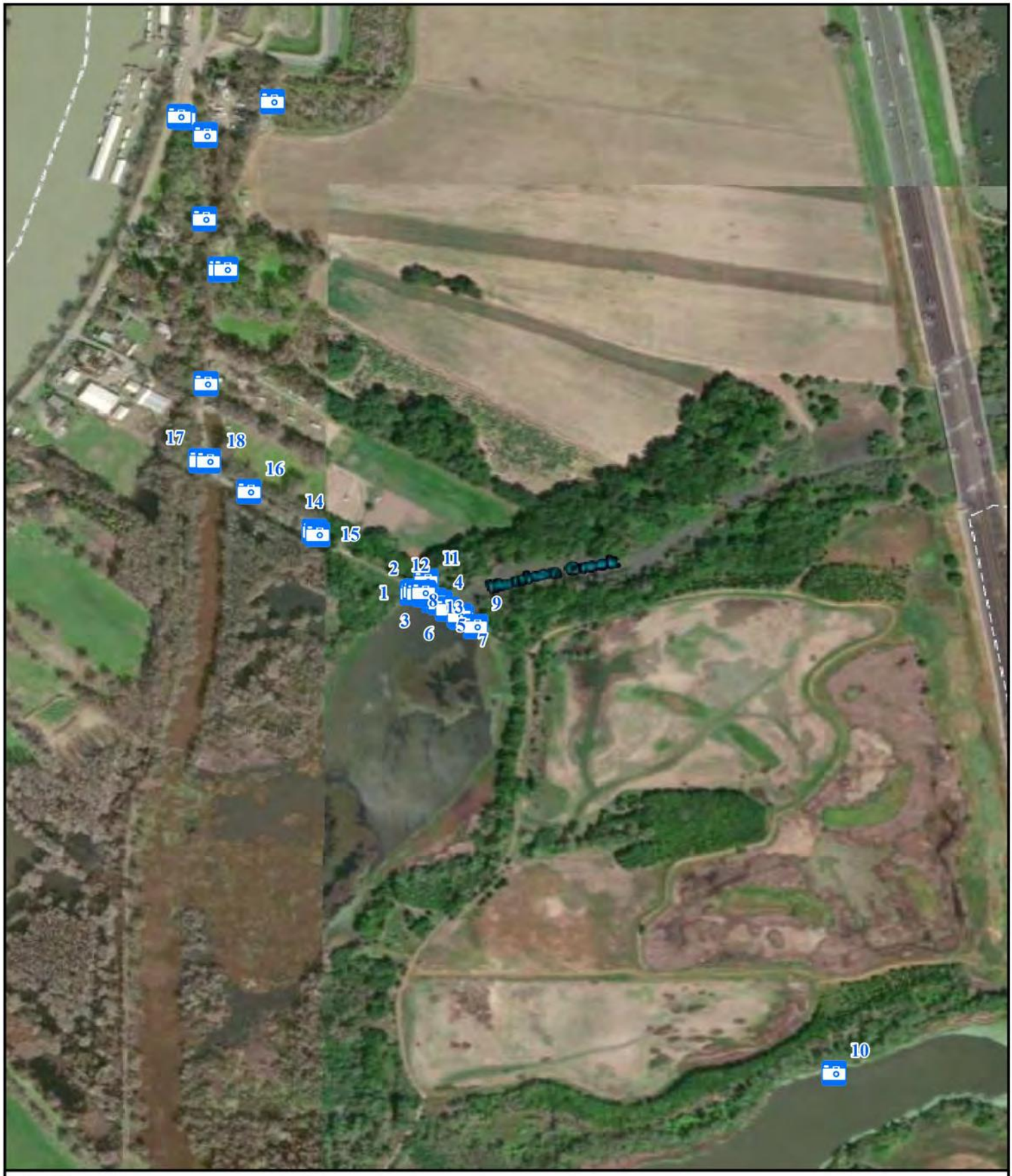
City of Sacramento_Morrison Creek Seepage Berm_7/12/2023

IMG_4779.JPEG
31: -

IMG_4780.JPEG
32: -

IMG_4781.JPEG
33: -



City of Sacramento_Morrison Creek Seepage Berm_5/09/2025

Location Map

Service Layer Credits: World Imagery: Yolo County, Vantor
World Boundaries and Places: Esri, HERE, Garmin, iPC

NORTH

0 320 640

Feet

WOOD RODGERS

Photo Location

City of Sacramento_Morrison Creek Seepage Berm_5/09/2025

WOOD RODGERS

IMG_9838.JPEG
1: -

IMG_9839.JPEG
2: -

IMG_9840.JPEG
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City of Sacramento_Morrison Creek Seepage Berm_5/09/2025

WOOD RODGERS

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City of Sacramento_Morrison Creek Seepage Berm_5/09/2025

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City of SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #06

March 17, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gabriel Aceves, for Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 06 DATE: March 17, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Bid Package Notice to Contractors, Address Change

PlanetBids has been updated to revise the sealed proposal receival address on sheet 4 of the bid package under the 'NOTICE TO CONTRACTORS' section. The revised language on the first sentence of the first paragraph is as follows:

"Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 1st Floor, Security Desk (City Clerk in-box), up to the hour of…"

City of SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #07

March 18, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gabriel Aceves, for Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 07 DATE: March 18, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

1. Lowest Bidder Determination

The lowest bidder will be determined by the total of Bid Items 1 through 19.

City of SACRAMENTO
Department of Utilities

ENGINEERING & WATER RESOURCES DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

ADDENDUM #08

March 20, 2026

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Gary Gulseth at (916) 808-1415.

Sincerely,

Gary Gulseth, Senior Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

ADDENDUM NO. 08 DATE: March 20, 2026

Lower Beach Lake Berm Seepage Mitigation Project
(PN: W14130404)

BID DATE

The Bid Date has been changed from March 25, 2026, to April 1, 2026. Sealed Proposals will be received at the Security Desk, 1st floor (City Clerk in-box), New City Hall, located at 915 I Street up to the hour of 2:00 p.m. on 4/1/2026.

CONTRACT DOCUMENTS

1. Update Bid Item 7, Excavate and Salvage Rip Rap/Concrete Rubble. Reduce Estimated Quantity from 220 to 200 CY.

2. Update Bid Item 12, CLSM Backfill. Reduce Estimated Quantity from 160 to 140 CY.

DESIGN DRAWINGS

1. Sheet 5 of 11:
    a. Add the following to Access Route Note 2:
        Access Route 2 shall only be used if requested by the Contractor and approved by the City.

2. Sheet 7 of 11:
    a. Add the following to Construction Note 2:
        Sawcut existing concrete cap at Sta. 4+05±. Existing concrete cap up station of Sta. 4+05± shall be protected in place.

    b. Add “protect existing concrete cap in place” callout to plan view.

ACCESS ROUTE NOTES:

1. ACCESS ROUTE 1 IS ACCESSED FROM STATE ROUTE 160 (FREEPORT BLVD) AND SHALL BE USED FOR HAULING/MOVEMENT OF CONSTRUCTION EQUIPMENT AND MATERIALS & EMPLOYEE ACCESS TO THE CONSTRUCTION SITE.
2. ACCESS ROUTE 2 MAY BE ACCESSED FROM STATE ROUTE 160 (FREEPORT BLVD) AND MAY ONLY BE USED FOR EMPLOYEE ACCESS TO THE CONSTRUCTION SITE/ ACCESS ROUTE 2 SHALL ONLY BE USED IF REQUESTED BY THE CONTRACTOR AND APPROVED BY THE CITY.
3. THE CITY OF SACRAMENTO IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EXISTING LEVEE. THE CONTRACTOR SHALL NOT PREVENT CITY PERSONNEL AND EQUIPMENT ACCESS TO, FROM, AND PASSAGE ALONG THE LEVEE AND LEVEE TOE ROAD FOR NORMAL AND EMERGENCY PURPOSES.
4. PROPERTY LINES SHOWN ARE APPROXIMATE AND ARE NOT BASED ON A COMPLETED BOUNDARY SURVEY.

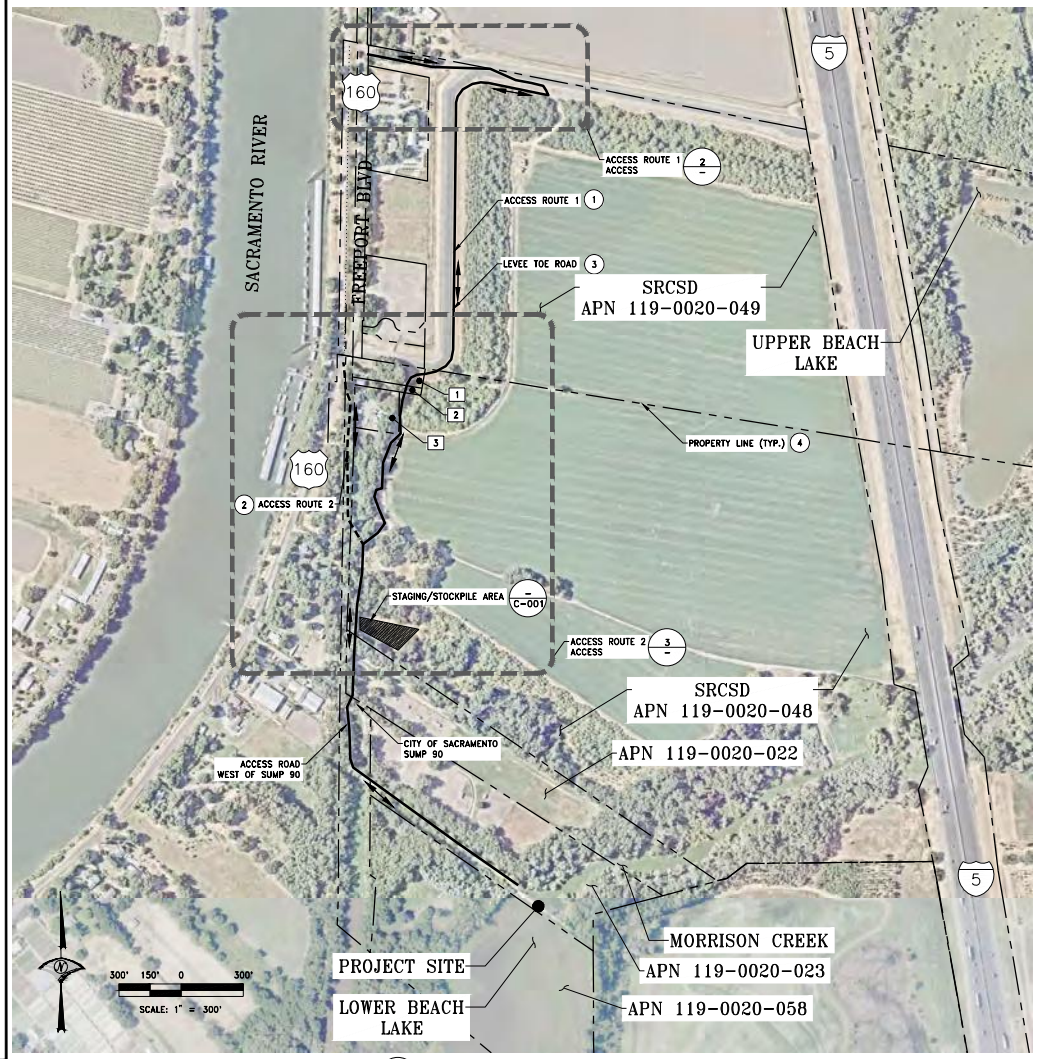
LEGEND:

- ACCESS ROUTE 1
- ACCESS ROUTE 2

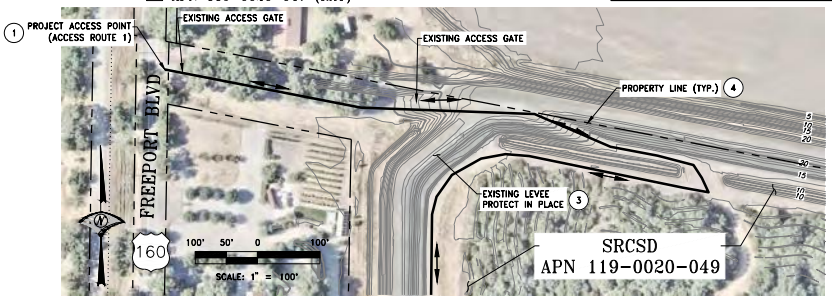
PARCEL INFROMATION

1. APN 119-0020-019 (COUNTY OF SACRAMENTO)
2. APN 119-0020-020 (RAY)
3. APN 119-0020-047 (RAY)

FINAL PLANS

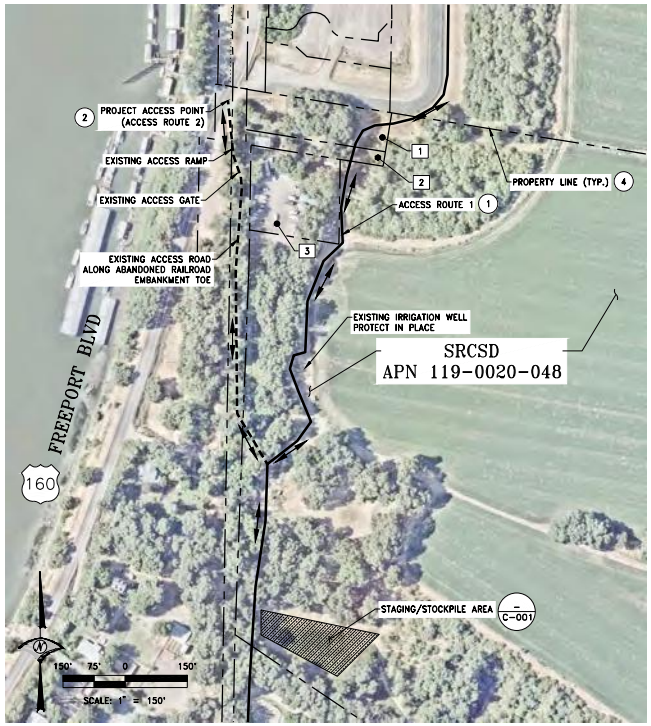


1 ACCESS ROUTE PLAN



2 ACCESS ROUTE 1 ACCESS

ELEVATIONS SHOWN ON THIS DETAIL ARE IN REFERENCE TO NAVD 88.



3 ACCESS ROUTE 2 ACCESS

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER — No. C79451 — 03-31-26 — STATE OF CALIFORNIA

DATE: JULY 2025

PN: W14130404

REVISIONS NO.	DESCRIPTION	DATE	BY
1	ADDENDUM #8	3/23/26	MZ
2			
3			
4			

BENCH MARK — ELEV. N/A
DESCRIPTION: N/A
ALL ELEVATIONS ARE IN REFERENCE TO NGVD 29 UNLESS OTHERWISE NOTED

FIELD BOOK

SCALE: H: AS NOTED V: AS NOTED

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

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: M. ZIMMERMAN DATE: JULY 21, 2025
DESIGNED BY: M. ZIMMERMAN R.C.E. NO. 96801 DATE: 12-31-26
CHECKED BY: P. BLUM R.C.E. NO. C79451 DATE: 03-31-26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

IMPROVEMENT PLANS FOR
LOWER BEACH LAKE/MORRISON CREEK BERM SEEPAGE MITIGATION
ACCESS ROUTE PLAN

PN: W14130404 | DWG. NO. G-005 | SHEET 5 OF 11

J:\Data\96804_047_Bench_Lake_Seepage_Mitigation\Civil\Dwg\G-005_Access_Rt_Sht.dwg 3/19/2026 12:11 PM Matt Zimmerman

CONSTRUCTION NOTE:

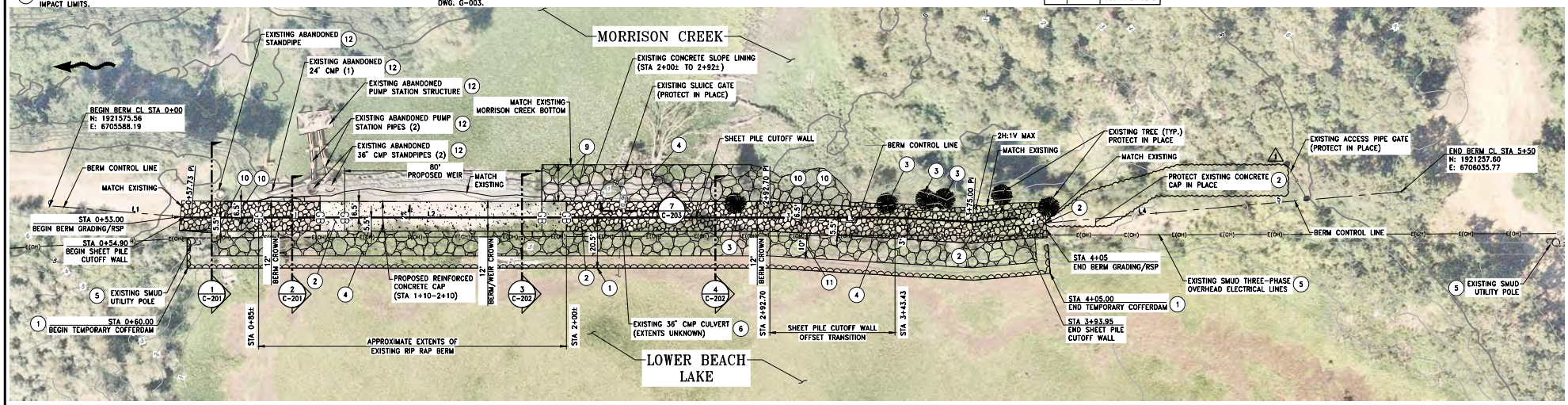
1. TEMPORARY COFFER DAM (SEE "COFFERDAMS & DEWATERING" NOTE 1 ON DWG G-003)
2. REMOVE EXISTING CONCRETE CAP (STA 0+75± TO 4+05±) /SAWCUT EXISTING CONCRETE CAP AT STA 4+05±. EXISTING CONCRETE CAP UP STATION (OF STA 4+05±) SHALL BE PROTECTED IN PLACE.
3. REMOVE EXISTING TREE & ROOTBALL.
4. PERFORM CLEARING AND GRUBING WITHIN PROJECT IMPACT LIMITS.
5. CONTRACTOR SHALL NOT INSTALL SHEET PILE CUTOFF WALL WHILE OVERHEAD ELECTRICAL LINES ARE ENERGIZED. CONTRACTOR SHALL COORDINATE WITH SMUD FOR DE-ENERGIZING OF OVERHEAD ELECTRICAL LINES AS REQUIRED TO PERFORM THE WORK. LINEWORK SHOWN ON THIS DWG IS APPROXIMATE AND REPRESENTS THE NORTHERNMOST CONDUCTOR.
6. REMOVE & DISPOSE 5± LF OF 36" CMP CULVERT PER DETAILS ON DWG C-203.
7. RECONSTRUCT BERM PER PLAN AND TYPICAL SECTIONS/DETAILS.
8. STEP SHEET PILE CUTOFF WALL PER DETAIL 10 ON DWG C-204.
9. PLACE SALVAGED RIP RAP FROM PROJECT EXCAVATIONS ON TOP OF EXISTING SLOPE PER DETAIL 4 ON DWG C-202 (STA 2+00 TO 3+25) (EXTENTS SHOWN ARE APPROXIMATE). SEE ROCK SLOPE PROTECTION/RIP RAP NOTES 6 & 7 ON DWG. G-003.
10. PLACE 18-INCH THICK LAYER OF CALTRANS CLASS 1 ROCK SLOPE PROTECTION PER TYPICAL SECTIONS.
11. PLACE SALVAGED RIP RAP FROM PROJECT EXCAVATIONS PER TYPICAL SECTIONS (STA 0+65 TO 4+00). SEE ROCK SLOPE PROTECTION/RIP RAP NOTES 6 & 7 ON DWG. G-003.
12. EXISTING PUMP STATION STRUCTURE, PIPES, AND STANDPIPES TO REMAIN. PROTECT IN PLACE.

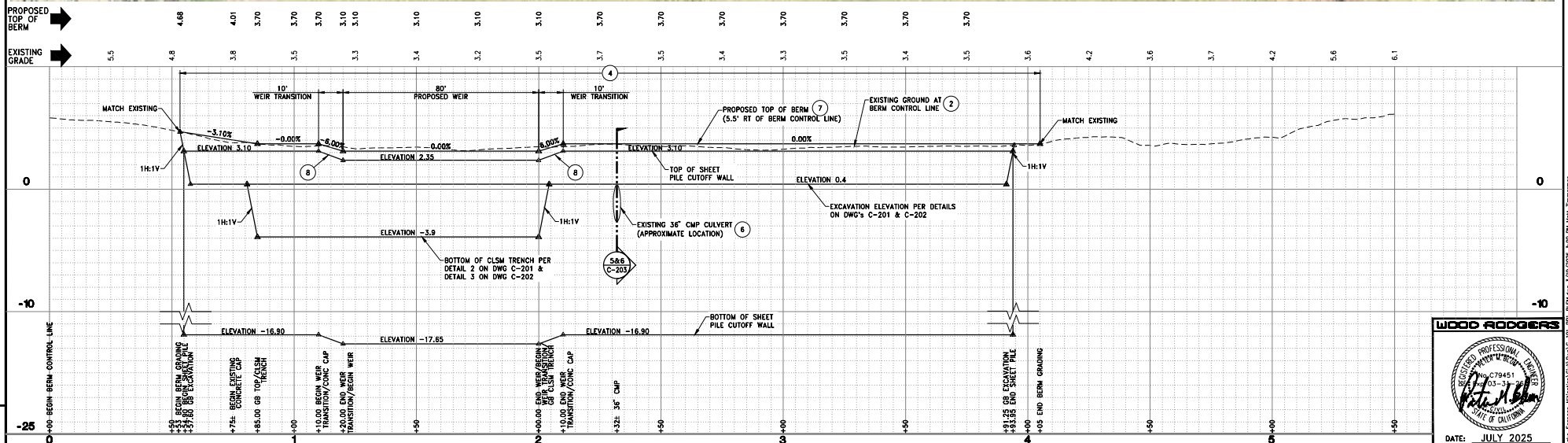
LINE TABLE		
LINE	LENGTH	BEARING
L1	57.73	S49°17'01.15"E
L2	234.96	S54°00'17.48"E
L3	82.30	S50°37'14.69"E
L4	175.00	S58°03'21.52"E

HORIZONTAL SCALE: 1" = 20'

VERTICAL SCALE: 1" = 4'

FINAL PLANS





WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER — No. C79451 — 03-31-26 — CIVIL — STATE OF CALIFORNIA

DATE: JULY 2025

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDENDUM #8	3/23/26	MZ

BENCH MARK — DESCRIPTION: N/A — ELEV. N/A

ALL ELEVATIONS ARE IN REFERENCE TO NGVD 29 UNLESS OTHERWISE NOTED

FIELD BOOK

SCALE: H: AS NOTED V: AS NOTED

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

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: M. ZIMMERMAN — DESIGNED BY: M. ZIMMERMAN — CHECKED BY: P. BLUM

DATE: JULY 21, 2025 — R.C.E. NO. 96801 DATE: 12-31-26 — R.C.E. NO. C79451 DATE: 03-31-26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

IMPROVEMENT PLANS FOR
LOWER BEACH LAKE/MORRISON CREEK BERM SEEPAGE MITIGATION
BERM PLAN & PROFILE

PN: W14130404 — DWG. NO. C-101 — SHEET 7 OF 11

PN: W14130404

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: **GRCA74076**
Premium: **$14,320**

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

hereinafter called Contractor, a contract for construction of:

Lower Beach Lake Berm Seepage Mitigation Project

(PN: W14130409) (B25141311011)

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*):

Granite Re, Inc. dba Granite Surety Insurance Company, 14001 Quailbrook Drive, Oklahoma City, OK 73134, 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 **One Million One Hundred Thirty One Thousand Nine Hundred Seventy Eight & 00/100** DOLLARS ($ **1,131,978.00**), 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 _____ 2026.

Soracco, Inc.
(Contractor) (Seal)

By _____

Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

Granite Re, Inc. dba Granite Surety Insurance Company
(Surety) (Seal)

By _____

Title **Kenneth D. Whittington, Attorney-in-Fact**
Agent Name and Address **Grant Willes, Federated Insurance**
10850 Gold Center Drive, Suite 150
Rancho Cordova, CA 95670
Agent Phone # **209-570-5664**
Surety Phone # **833-985-0288**
California License # **COA 6204-2**
Surety Email: **staff@granitere.com**

Effective 7-1-12

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 San Joaquin)

On April 16th, 2026 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. ----------,
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.

V. FERNANDEZ KNIGHT
Notary Public - California
San Joaquin County
Commission # 2420140
My Comm. Expires Oct 9, 2026

Signature V. K

(Seal)

Payment Bond

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

On this 16th day of April, 2026, before me V. Fernandez Knight Notary Public personally appeared
Here insert Name and Title of Officer

Richard A. Soracco Jr., who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Ack
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 13 day of April, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public

BETHANY J. ALRED
NOTARY PUBLIC
STATE OF OKLAHOMA
IN AND FOR
#11003620
EXP. 04/21/27

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond # GRCA74076
Premium: $14,320

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:

Lower Beach Lake Berm Seepage Mitigation Project

(PN: W14130409) (B25141311011)

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*):

Granite Re, Inc. dba Granite Surety Insurance Company
14001 Quailbrook Drive, Oklahoma City, OK 73134, 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 **One Million One Hundred Thirty One Thousand Nine Hundred Seventy Eight & 00/100** DOLLARS $ **1,131,978.00**, 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 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 _____, 2026.

Seracco, Inc.
(Contractor) (Seal)

By _____

Title President

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

Granite Re, Inc. dba Granite Surety Insurance Company
(Surety) (Seal)

By _____

Title **Kenneth D. Whittington, Attorney-In-Fact**

Agent Name and Address: **Grant Willes, Federated Insurance**
10850 Gold Center Drive, Suite 150, Rancho Cordova, CA 95670
Agent Phone # **209-570-5664**
Surety Phone # **833-985-0288**
California License # **COA 6204-2**
Surety Email: **staff@granitere.com**

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 San Joaquin)

On April 16th, 2026 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. ----------,
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.

V. FERNANDEZ KNIGHT
Notary Public - California
San Joaquin County
Commission # 2420140
My Comm. Expires Oct 9, 2026

Signature V. K (Seal)

Performance Bond

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

On this 16th day of April, 2026, before me V. Fernandez Knight Notary Public personally appeared
Here insert Name and Title of Officer

Richard A. Saracco Jr., who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached OA Ack
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 13 day of April, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ ___, 2026 .

Kyle P. McDonald, Assistant Secretary

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$_____ not less than ten (10) percent of amount bid.

_____CERTIFIED CHECK

_____MONEY ORDER

_____CASHIERS' CHECK

__X__BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

- [X] Bid Bond
- [ ] Cashier/Certified Check
- [ ] Other_____

Reviewer's Initials: _____

CONTRACTOR

Addendum No. 1 2 26 26

Addendum No. 2 3 3 26

Addendum No. 3 3 26

Addendum No. 4 3 26

add 5 3/6/26

Add 6 3/11/26

ADD 7 3/18/26

ADD 8 3/20/26

Sorano, Inc

By: _____ (Signature)

Title President

Address 903

No PO Box – Physical Address ONLY

City STATE 9 240 Zip Code

Telephone No. 209-26 -4030

Fax No. 209-26 -4202

Email Robert@Sorano Inc. com

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

82-1393 20

DIR Registration Number: 10000 1608

Valid Contractor's License No. 1028603 Classification A & B is held by the bidder.

Expiration date 7/31/26 Representation made herein are true and correct under penalty of perjury

(PN: W14130409) (B25141311011)

City of SACRAMENTO

SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM

FOR PUBLIC PROJECTS OVER $250,000

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 or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. 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.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1000051608

Business Name	Blue Iron	**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ **Subcontractor** ☐ **Supplier**
CSLB/Professional License #	100946	**DIR Registration #** *(10 digits)*	1000004247
Address	7475 14th Ave	**Does this subcontractor or supplier qualify as an LBE?**	YES
City, State, Zip	Sacramento, CA 95820	**Estimated dollar value of work, services or materials to be performed of provided**	$ 356,665
Contact Person	Taylor Stevenson	**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address	Taylor@blueironllc.com	Sheet Pile & Cofferdam	
Phone	916-272-0790		

Business Name	Fox Loomis, Inc.	**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☑ **Subcontractor** ☐ **Supplier**
CSLB/Professional License #	372314	**DIR Registration #** *(10 digits)*	1000005368
Address	6901 McComber St.	**Does this subcontractor or supplier qualify as an LBE?**	YES
City, State, Zip	Sacramento, CA 95828	**Estimated dollar value of work, services or materials to be performed of provided**	$ 40,000
Contact Person	Steve Pugliese	**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address	Steve@foxloomisinc.com	DEWATERING	
Phone	916-383-2140		

I hereby certify that each subcontractor listed on this 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.

	President	4/1/26	$ 1,132,378
Signature (Principal of Firm)	**Title**	**Date**	**Total Bid Amount (including additive alternates if applicable)**

City of SACRAMENTO

SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM

FOR PUBLIC PROJECTS OVER $250,000

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 or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. 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.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	**1000051608**

Business Name	West Coast Water & Trucking	**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☐ Subcontractor ☑ Supplier
CSLB/Professional License #	N/A	**DIR Registration #** *(10 digits)*	1000012401
Address	3941 Park Dr Suite 20-231	**Does this subcontractor or supplier qualify as an LBE?**	NO
City, State, Zip	El Dorado Hills, CA 95762	**Estimated dollar value of work, services or materials to be performed of provided**	$ 20 000
Contact Person	Jennifer Gemignani	**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address	Jennifer@wcwaterandtrucking.com	Trucking	
Phone	916-358-8697		

Business Name		**Subcontractor or Supplier?** *(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)*	☐ Subcontractor ☐ Supplier
CSLB/Professional License #		**DIR Registration #** *(10 digits)*	
Address		**Does this subcontractor or supplier qualify as an LBE?**	
City, State, Zip		**Estimated dollar value of work, services or materials to be performed of provided**	$
Contact Person		**Type of Work, Services, or Materials to be provided to complete contract.**	
Email Address			
Phone			

I hereby certify that each subcontractor listed on this 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.

	President	4/1/26	$ 1,132,378
Signature (Principal of Firm)	**Title**	**Date**	**Total Bid Amount (including additive alternates if applicable)**

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☑ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

_____

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

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.

2383
28928

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 (3) 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: Suraw Inc.

BY: _____ Date: 4/1/26
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.
FM 681 7/10/9

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.

QUESTIONNAIRE

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

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

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

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

   1028603 -

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?

NOTE: 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 this question.

☐ 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?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ 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) x 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?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ 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?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ 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 Lodi (Location), on 4/1/26 (Date)

Signature: _____

Print name: Richard Sun

Title: Director

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (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 $25,000.00. 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 provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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 contracts 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 of 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 directing 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."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor

903 9 240
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 in total value.

4. 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.

5. 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.

6. I understand that failure to comply with the provisions of Section 5. (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.

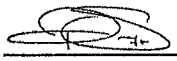
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. 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 EBO 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.

9. 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 City's Equal Benefits 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

4 1 26

Date

Print Name

Title

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 . . .

- 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 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St, 2nd Floor
  Sacramento, CA 95814-2714

- 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.

City of SACRAMENTO

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address)	Type of Organization ("X" one)
Soracco, Inc. 903 E. Lodi Ave, Lodi, CA 95240	☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Co. ☐ Other: _____ State of Organization formation: California

SURETY (Name and business address,) (agent name and phone number)

Granite Re, Inc. dba Granite Surety Insurance Company

14001 Quailbrook Drive

Oklahoma City, OK 73134

Grant Willes, Federated Insurance

209-570-5664

a corporation duly organized under the laws of the State of Minnesota and duly licensed to issue this bond as authorized by the State of California. California License No. 6204-2

OBLIGATION: We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento ("City") as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal's bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City's award of the project contract.

THE CONDITION OF THIS OBLIGATION IS -
That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

Project Name: Lower Beach Lake Berm Seepage Mitigation Project
Project Number: W14130409
Bid Transaction Number: B25141311011

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. 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 WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: Soracco, Inc.

By: _____
Name:
Title: President

Surety: Granite Re, Inc. dba Granite Surety Insurance Company

By: _____
Name: Kenneth D. Whittington

Title: Attorney-In-Fact

(Seal)

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Revised: 2020

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 San Joaquin)

On April 1, 2024 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. ----------,
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.

V. FERNANDEZ KNIGHT
Notary Public - California
San Joaquin County
Commission # 2420140
My Comm. Expires Oct 9, 2026

Signature _____ **(Seal)**

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California

County of San Joaquin

On this 1st day of April, 2026, before me V.Fernandez Knight, Notary Public personally appeared
Here insert Name and Title of Officer

Richard A. Soracco Jr., who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Acknowledgment
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 1 day of April, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
April 1, 2026.

Kyle P. McDonald, Assistant Secretary

GR-40 (CA) Ed. 06-24

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☑ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

_____

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM
(LBE Program)

INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City's procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific contracts.

APPLICATION

As summarized in the table below, there are two components to the LBE Program:

1. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
2. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

	Contracts Under $250,000				Contracts $250,000 or more			
	Goods	Non-Professional Services	Professional Services	Public Projects	Goods	Non-Professional Services	Professional Services	Public Projects
Apply 5% LBE Preference	YES	YES	YES	YES	NO	NO	YES	NO
Apply 5% Minimum LBE Participation Requirement	NO	NO	NO	NO	NO	YES	YES	YES

Local Business Enterprise: A Local Business Enterprise ("LBE") 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" within City limits or the unincorporated area of Sacramento County.

A "legitimate business presence" within City limits or the unincorporated area of Sacramento County means:

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and

2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:
   a. a principal business office or workspace; or
   b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:

- Tax returns for the business;
- Utility bill in the name of the business;
- Business license; and/or
- Secretary of State filings.

Exceptions

The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

LBE PREFERENCE

For contracts under $250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of $250,000 or more.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of $250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum

participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE's on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

City may waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals upon authorization from the City Manager or City Manager's designee.

PARTICIPATION LEVEL REQUIREMENTS

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.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.

2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

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 a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.

LBE REQUIREMENTS FOR CONTRACTOR

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.

Performance of LBE Subcontractors and Suppliers: The LBE subcontractors and suppliers listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed on the Subcontractor and LBE Participation Verification Form, 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 subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.

3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.

5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.

6. It would be in the best interest of the City.

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.

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 LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (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 not be 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 or proposal. Deduction shall be made from any payment due 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.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 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 5 working days prior to the date of the hearing.

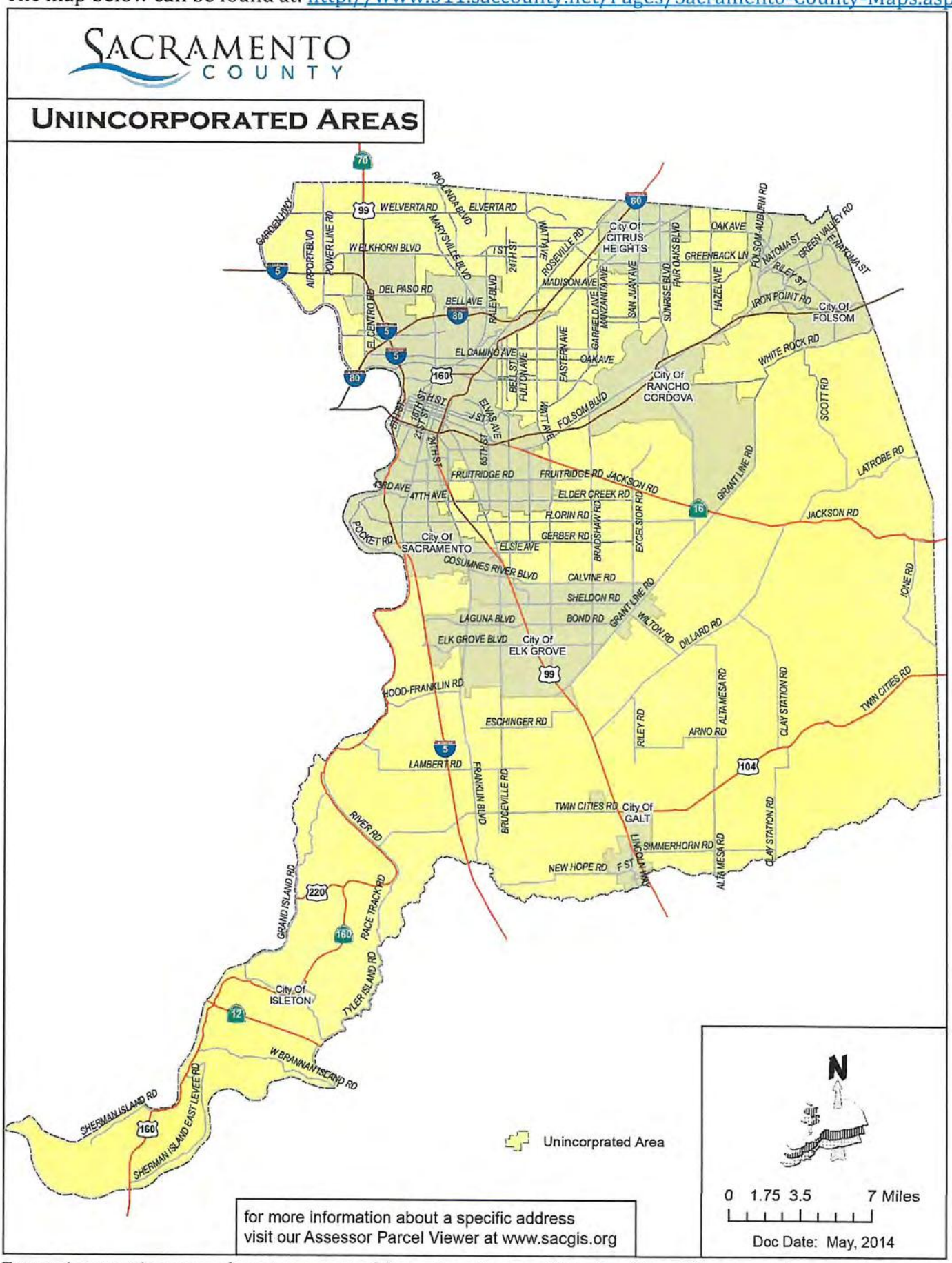
The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.

LBE status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale

The map below can be found at: http://www.311.saccounty.net/Pages/Sacramento-County-Maps.aspx



For an interactive map showing exact address locations within the City of Sacramento or unincorporated County of Sacramento: http://generalmap.gis.saccounty.net/JSViewer/county_portal.html

SORAINC-01 BWOODS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B48084 Wraith, Scarlett & Randolph Insurance Services, Inc. 509 Bush Street Woodland, CA 95695	CONTACT NAME: PHONE (A/C, No, Ext): (530) 662-9181 FAX (A/C, No): (530) 662-6452 E-MAIL ADDRESS:
INSURED Soracco Inc 903 E. Lodi Ave Lodi, CA 95240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company INSURER B : Transportation Insurance Company — 20494 INSURER C : The Continental Insurance Company — 35289 INSURER D : American Casualty Company Of Reading, Pa — 20427 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7064200133	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BUA7064200147	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUE7064200116	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC764200150	3/1/2026	3/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding Lower Beach Lake Berm Seepage Mitigation Project (PN: W14130409) (B25141311011)
City of Sacramento, its officials, employees and volunteers are additional insured on a primary and non-contributory basis on the referenced General Liability and Commercial Auto Insurance policies per forms attached. Waiver of subrogation applies to the referenced General Liability, Auto Liability and Workers Compensation Insurance policy, per forms attached.

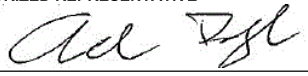
CERTIFICATE HOLDER

City of Sacramento
c/o EXIGIS LLC
PO Box 947
Murrieta, CA 92564

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CNA

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows If any other endorsement attached to this policy amends any provision also amended by this endorsement then that other endorsement controls with respect to such provision and the changes made by this endorsement with respect to such provision do not apply

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1 ADDITIONAL INSUREDS

a **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A** through **H** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**

for which such additional insured seeks coverage

b However subject always to the terms and conditions of this policy including the limits of insurance the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement and in no event broader than that described by the applicable paragraph **A** through **H** below

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

A Controlling Interest

Any person or organization with a controlling interest in a **Named Insured** but only with respect to such person or organization's liability for **bodily injury property damage** or **personal and advertising injury** arising out of:

1 such person or organization's financial control of a **Named Insured**; or

2 premises such person or organization owns maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations new construction or demolition operations performed by on behalf of or for such additional insured

B Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury property damage** or **personal and advertising injury** as co-owner of such premises

C Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** maintenance operation or use of such equipment provided that the **occurrence** giving rise to such **bodily injury property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease

D Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** arising out of the ownership maintenance or use of such land provided that the **occurrence** giving rise to such **bodily injury property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease The

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coverage granted by this paragraph does not apply to structural alterations new construction or demolition operations performed by on behalf of or for such additional insured

E Lessor of Premises

An owner or lessor of premises leased to the **Named Insured** or such owner or lessor's real estate manager but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** arising out of the ownership maintenance or use of such part of the premises leased to the **Named Insured** and provided that the **occurrence** giving rise to such **bodily injury** or **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease The coverage granted by this paragraph does not apply to structural alterations new construction or demolition operations performed by on behalf of or for such additional insured

F Mortgagee, Assignee or Receiver

A mortgagee assignee or receiver of premises but only with respect to such mortgagee assignee or receiver's liability for **bodily injury property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership maintenance or use of a premises by a **Named Insured**

The coverage granted by this paragraph does not apply to structural alterations new construction or demolition operations performed by on behalf of or for such additional insured

G State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury property damage** or **personal and advertising injury** arising out of:

1 the following hazards in connection with premises a **Named Insured** owns rents or controls and to which this insurance applies:

a the existence maintenance repair construction erection or removal of advertising signs awnings canopies cellar entrances coal holes driveways manholes marquees hoistaway openings sidewalk vaults street banners or decorations and similar exposures; or

b the construction erection or removal of elevators; or

c the ownership maintenance or use of any elevators covered by this insurance; or

2 the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf

The coverage granted by this paragraph does not apply to:

a **Bodily injury property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b **Bodily injury** or **property damage** included within the **products completed operations hazard**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured

H Trade Show Event Lessor

1 With respect to a **Named Insured's** participation in a trade show event as an exhibitor presenter or displayer any person or organization whom the **Named Insured** is required to include as an additional insured but only with respect to such person or organization's liability for **bodily injury property damage** or **personal and advertising injury** caused by:

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a the **Named Insured's** acts or omissions; or

b the acts or omissions of those acting on the **Named Insured's** behalf

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event

2 The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**

2 ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance then this insurance is primary and the Insurer will not seek contribution from that other insurance For the purpose of this Provision **2** the additional insured's own insurance means insurance on which the additional insured is a named insured Otherwise and notwithstanding anything to the contrary elsewhere in this Condition the insurance provided to such person or organization is excess of any other insurance available to such person or organization

3 BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury sickness or disease sustained by a person including death humiliation shock mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury sickness or disease

4 BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS** the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence** offense or **claim** only when the **occurrence** offense or **claim** is known to a natural person **Named Insured** to a partner executive officer manager or member of a **Named Insured** or an **employee** designated by any of the above to give such notice

B NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence** offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part** However the **Named Insured** shall give written notice of such **occurrence** offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence** offense or **claim**

5 BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3** in its entirety and replace it with the following:

3 Pursuant to the limitations described in Paragraph **4** below any organization in which a **Named Insured** has management control:

a on the effective date of this **Coverage Part**; or

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b by reason of a **Named Insured** creating or acquiring the organization during the **policy period**

qualifies as a **Named Insured** provided that there is no other similar liability insurance whether primary contributory excess contingent or otherwise which provides coverage to such organization or which would have provided coverage but for the exhaustion of its limit and without regard to whether its coverage is broader or narrower than that provided by this insurance

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**

For the purpose of this provision management control means:

A owning interests representing more than 50% of the voting appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B having the right pursuant to a written trust agreement to protect control the use of encumber or transfer or sell property held by a trust

4 With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3** above this insurance does not apply to:

a **bodily injury** or **property damage** that first occurred prior to the date of management control or that first occurs after management control ceases; nor

b **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases

5 The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing business as names (dba) as any **Named Insured** should choose to employ

6 BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A Under **COVERAGES Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete exclusions **k** and **l** and replace them with the following:

This insurance does not apply to:

k **Damage to Your Product**

Property damage to **your product** arising out of it or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion

l **Damage to Your Work**

Property damage to **your work** arising out of it or any part of it and included in the **products completed operations hazard**

This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion

B The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5** above $100 000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire smoke collapse or explosion and is included within the **product completed operations hazard** This sublimit does not apply to **property damage** to **your work** if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor

C This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy

7 CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property the definition of **insured contract** is replaced by the following:

Insured Contract means:

a A contract for a lease of premises However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b A sidetrack agreement;

c Any easement or license agreement;

d An obligation as required by ordinance to indemnify a municipality except in connection with work for a municipality;

e An elevator maintenance agreement;

f That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization Tort liability means a liability that would be imposed by law in the absence of any contract or agreement

Paragraph **f** does not include that part of any contract or agreement:

(1) That indemnifies an architect engineer or surveyor for injury or damage arising out of:

(a) Preparing approving or failing to prepare or approve maps shop drawings opinions reports surveys field orders change orders or drawings and specifications; or

(b) Giving directions or instructions or failing to give them if that is the primary cause of the injury or damage;

(2) Under which the **Insured** if an architect engineer or surveyor assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in **(1)** above and supervisory inspection architectural or engineering activities

8 ELECTRONIC DATA LIABILITY

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A Under **COVERAGES Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete exclusion **p Electronic Data** and replace it with the following:

This insurance does not apply to:

p Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information including patents trade secrets processing methods customer lists financial information credit card information health information or any other type of nonpublic information; or

(2) the loss of loss of use of damage to corruption of inability to access or inability to manipulate **electronic data** that does not result from physical injury to tangible property

However unless Paragraph **(1)** above applies this exclusion does not apply to **damages** because of **bodily injury**

This exclusion applies even if damages are claimed for notification costs credit monitoring expenses forensic expenses public relation expenses or any other loss cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above

B The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5** above $100 000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**

C The following definition is added to **DEFINITIONS**:

Electronic data means information facts or programs stored as or on created or used on or transmitted to or from computer software (including systems and applications software) hard or floppy disks CD-ROMS tapes drives cells data processing devices or any other media which are used with electronically controlled equipment

D For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a Physical injury to tangible property including all resulting loss of use of that property All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b Loss of use of tangible property that is not physically injured All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c Loss of loss of use of damage to corruption of inability to access or inability to properly manipulate **electronic data** resulting from physical injury to tangible property All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it

For the purposes of this insurance **electronic data** is not tangible property

E If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy then the $100 000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of and not in addition to that higher limit

9 ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates heirs legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided however coverage is afforded to such estates heirs legal representatives and **spouses** only for

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claims arising solely out of their capacity or status as such and in the case of a **spouse** where such **claim** seeks **damages** from marital community property jointly held property or property transferred from such natural person **Insured** to such **spouse** No coverage is provided for any act error or omission of an estate heir legal representative or **spouse** outside the scope of such person's capacity or status as such provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts errors or omissions in the conduct of the **Named Insured's** business

10 EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured** This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property

11 GENERAL AGGREGATE LIMITS OF INSURANCE – PER PROJECT

A For each construction project away from premises the **Named Insured** owns or rents a separate Construction Project General Aggregate Limit equal to the amount of the General Aggregate Limit shown in the Declarations is the most the Insurer will pay for the sum of:

1 All **damages** under **Coverage A** except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2 All medical expenses under **Coverage C**

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor the Construction Project General Aggregate Limit of any other construction project

B All:

1 **Damages** under **Coverage B** regardless of the number of locations or construction projects involved;

2 **Damages** under **Coverage A** caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3 Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project

will reduce the General Aggregate Limit shown in the Declarations

C The limits shown in the Declarations for Each Occurrence for Damage To Premises Rented To You and for Medical Expense continue to apply but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project

D When coverage for liability arising out of the **products-completed operations hazard** is provided any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations regardless of the number of projects involved

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E If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted or if the authorized contracting parties deviate from plans blueprints designs specifications or timetables the project will still be deemed to be the same construction project

F The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated

12 IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured** or chartered by or for the **Named Insured** will be treated in the same manner as though the action were in personam against the **Named Insured**

13 INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A Under **COVERAGES Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1 b (1)** and **1 b (2)** with the following:

b This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**

(2) the **bodily injury** first occurs during the **policy period** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act error or omission that is part of the **occurrence**; and

B Under **COVERAGES Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to:

i add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits)

ii delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement including but not limited to express warranties or guarantees

iii add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination humiliation or harassment including but not limited to **claims** based on an individual's race creed color age gender national origin religion disability marital status or sexual orientation

Dishonesty or Crime

Any actual or alleged dishonest criminal or malicious act error or omission

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare Medicaid Tricare or any similar federal state or local governmental program

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement

C DEFINITIONS is amended to:

i add the following definitions:

Health care incident means an act error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a **professional health care services** on behalf of the **Named Insured** or

b Good Samaritan services rendered in an emergency and for which no payment is demanded or received

Professional health care services means any health care services or the related furnishing of food beverages medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a Physician;

b Nurse;

c Nurse practitioner;

d Emergency medical technician;

e Paramedic;

f Dentist;

g Physical therapist;

h Psychologist;

i Speech therapist;

j Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing

ii delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident** All acts errors or omissions that are logically connected by any common fact circumstance situation transaction event advice or decision will be considered to constitute a single **occurrence**;

iii amend the definition of **Insured** to:

a add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**

b delete Subparagraphs **(a) (b) (c) and (d)** of Paragraph **2 a (1)** of **WHO IS AN INSURED**

D The **Other Insurance** condition is amended to delete Paragraph **b (1)** in its entirety and replace it with the following:

Other Insurance

b Excess Insurance

(1) To the extent this insurance applies it is excess over any other insurance self insurance or risk transfer instrument whether primary excess contingent or on any other basis except for insurance purchased specifically by the **Named Insured** to be excess of this coverage

14 JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations except that if the **Named Insured** was a joint venturer partner or member of a limited liability company and such joint venture partnership or limited liability company terminated prior to or during the **policy period** such **Named Insured** is an **Insured** with respect to its interest in such joint venture partnership or limited liability company but only to the extent that:

a any offense giving rise to **personal and advertising injury** occurred prior to such termination date and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b the **bodily injury** or **property damage** first occurred after such termination date; and

c there is no other valid and collectible insurance purchased specifically to insure the partnership joint venture or limited liability company; and

If the joint venture partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program** then such insurance will always be considered valid and collectible for the purpose of paragraph **c** above But this provision will not serve to exclude **bodily injury property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Please see that provision for the definition of **consolidated (wrap-up) insurance program**

15 LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete exclusion **j Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j Damage to Property

Property damage to:

(1) Property the **Named Insured** owns rents or occupies including any costs or expenses incurred by you or any other person organization or entity for repair replacement enhancement restoration or maintenance of such property for any reason including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells gives away or abandons if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored repaired or replaced because **your work** was incorrectly performed on it

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i tools or equipment the **Named Insured** borrows from others nor

ii other personal property of others in the **Named Insured's** care custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises

However the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a property at a job site awaiting or during such property's installation fabrication or erection;

b property that is **mobile equipment** leased by an **Insured**;

c property that is an **auto** aircraft or watercraft;

d property in transit; or

e any portion of **property damage** for which the **Insured** has available other valid and collectible insurance or would have such insurance but for exhaustion of its limits or but for application of one of its exclusions

A separate limit of insurance and deductible apply to such property of others See **LIMITS OF INSURANCE** as amended below

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B Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c** through **n** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**

C The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5** above $25 000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment and to other personal property of others in the **Named Insured's** care custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1 000 The Insurer has the right but not the duty to pay any portion of this $1 000 in order to effect settlement If the Insurer exercises that right the **Named Insured** will promptly reimburse the Insurer for any such amount

D Paragraph **6** Damage To Premises Rented To You Limit of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6 Subject to Paragraph **5** above (the Each Occurrence Limit) the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days The Damage To Premises Rented To You Limit is the greater of:

a $500 000; or

b The Damage To Premises Rented To You Limit shown in the Declarations

E Paragraph **4 b (1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured** for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care custody or control;

16 LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**

17 MEDICAL PAYMENTS

A **LIMITS OF INSURANCE** is amended to delete Paragraph **7** (the Medical Expense Limit) and replace it with the following:

7 Subject to Paragraph **5** above (the Each Occurrence Limit) the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person The Medical Expense Limit is the greater of:

(1) $15 000 unless a different amount is shown here: $N NNN NNN NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit

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B Under **COVERAGES** the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1 a (3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18 NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured** provided that:

1 the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada designating that person as a commercial or airline transport pilot;

2 the aircraft is rented with a trained paid crew to the **Named Insured**; and

3 the aircraft is not being used to carry persons or property for a charge

19 NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft** and replace it with the following

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured** provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge

20 PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A Under **DEFINITIONS** the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person

B Under **COVERAGES Coverage B – Personal and Advertising Injury Liability** the paragraph entitled **Exclusions** is amended to:

1 delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer** director stockholder partner member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**

2 add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment prospective employment past employment or termination of employment of any person by any **Insured**

Premises Related Discrimination

discrimination or humiliation arising out of the sale rental lease or sub-lease or prospective sale rental lease or sub-lease of any room dwelling or premises by or at the direction of any **Insured**

Notwithstanding the above there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1 ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**

21 PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A Under **COVERAGES Coverage B –Personal and Advertising Injury Liability** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**

B Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1 Paragraph **2 d** is replaced by the following:

d The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2 The first unnumbered paragraph beneath Paragraph **2 f (2)(b)** is deleted and replaced by the following:

So long as the above conditions are met attorneys fees incurred by the Insurer in the defense of that indemnitee necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance

C This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**

22 PROPERTY DAMAGE – ELEVATORS

A Under **COVERAGES Coverage A – Bodily Injury and Property Damage Liability** the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3) (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators

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B Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance whether primary excess contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators

23 SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A Paragraph **1 b** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5 000 limit; and

B Paragraph **1 d** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1 000 limit

24 UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part** the Insurer will not deny coverage under this **Coverage Part** because of such failure

25 WAIVER OF SUBROGATION – BLANKET

Under **CONDITIONS** the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1 the **Named Insured's** ongoing operations; or

2 **your work** included in the **products-completed operations hazard**

However this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement and only if such contract or agreement:

1 is in effect or becomes effective during the term of this **Coverage Part**; and

2 was executed prior to the **bodily injury property damage** or **personal and advertising injury** giving rise to the **claim**

26 WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma nor to any construction project in the state of Alaska that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O C I P) or Contractor Controlled Insurance Programs (C C I P) is attached then the following changes apply:

A The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1 **Bodily injury property damage** or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2 **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**

B Condition **4 Other Insurance** is amended to add the following subparagraph **4 b (1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary excess contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program** but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**

C **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project such as an Owner Controlled Insurance Program (O C I P) or Contractor Controlled Insurance Program (C C I P)

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to:

1 single or multifamily housing apartments condominiums townhouses co-operatives or planned unit developments; and

2 the common areas and structures appurtenant to the structures in paragraph **1** (including pools hot tubs detached garages guest houses or any similar structures)

However when there is no individual ownership of units **residential structure** does not include military housing college/university housing or dormitories long term care facilities hotels or motels **Residential structure** also does not include hospitals or prisons

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**

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

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CNA PARAMOUNT

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 **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

A In the performance of your ongoing operations subject to such **written contract**; or

B In the performance of **your work** subject to such **written contract** but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard** and only if:

1 The **written contract** requires you to provide the additional insured such coverage; and

2 This **Coverage Part** provides such coverage; and

C Subject always to the terms and conditions of this policy including the limits of insurance the Insurer will not provide such additional insured with:

1 Coverage broader than what you are required to provide by the **written contract**; or

2 A higher limit of insurance than what you are required to provide by the **written contract**

Any coverage granted by this Paragraph **I** shall apply solely to the extent permissible by law

II If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037 then paragraph **I** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

A In the performance of your ongoing operations subject to such **written contract**; or

B In the performance of **your work** subject to such **written contract** but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard** and only if:

1 The **written contract** requires you to provide the additional insured such coverage; and

2 This **Coverage Part** provides such coverage

III But if the **written contract** requires:

A Additional insured coverage under the 11-85 edition 10-93 edition or 10-01 edition of CG2010 or under the 10-01 edition of CG2037; or

B Additional insured coverage with "arising out of" language;

then paragraph **I** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**

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

IV But if the **written contract** requires additional insured coverage to the greatest extent permissible by law then paragraph **I** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part** but only with respect to liability for **bodily injury property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**

V 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**

VI Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured this insurance is primary to and will not seek contribution from such other insurance provided that a **written contract** requires the insurance provided by this policy to be:

1 Primary and non contributing with other insurance available to the additional insured; or

2 Primary and to not seek contribution from any other insurance available to the additional insured

But except as specified above this insurance will be excess of all other insurance available to the additional insured

VII 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 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

3 Make available any other insurance and endeavor to 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 **3** does not apply to other insurance under 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

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CNA PARAMOUNT

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

VIII 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 you to make a person or organization an additional insured on this **Coverage Part** provided the contract or agreement:

A 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; and

B Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense

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

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SORACCO INC

Endorsement Effective Date: 03/01/2026

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Soracco, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

903 E. Lodi Ave.

6 City, state, and ZIP code

Lodi, CA 95240

Requester's name and address (optional)

City of Sacramento - Dept. of Utilities
1395 35th Ave.
Sacramento, CA 95822

7 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 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

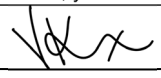
8	2	–	1	3	9	3	5	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01/01/2026

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TAXABLE YEAR

CALIFORNIA FORM

2026 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 Information

Name

SORACCO, INC.

Payee Information

Name

SORACCO, INC.

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.

82-1393520

Address (apt./ste., room)

903 E. LODI AVE.

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

LODI

State: CA

ZIP code: 95240

Exemption Reason

Check only one box.

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.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title RICHARD A. SORACCO JR.

Telephone (209) 267-4030

Payee's signature ▶

Date 04/06/2026

SACRAMENTO
Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	**SORACCO INC**
Business Address	**903 E LODI AVE**
Owner	**SORACCO INC**
Type of Business	**Contractors - General**
Tax Classification	**Gross Receipts**
Expires	**03/31/2027**
Mailing Address	**SORACCO INC** **903 E LODI AVE** **LODI, CA 95240-3126**

1118181

CITY OF SACRAMENTO
DEPARTMENT OF FINANCE
MARK OF AUTHENTICATION

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

1118181

TOTAL PAID:
$674.36

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA 94534

STREAMBED ALTERATION AGREEMENT

EPIMS-SAC-56982-R3
BEACH LAKE

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES
BEACH LAKE BERM REPAIR PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Sacramento Department of Utilities (Permittee) as represented by Duy Tran acting on behalf of Permittee.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 14, 2025 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located at Lower Beach Lake, in the County of Sacramento, State of California; Latitude 38.43726, Longitude -121.49703; east of 8685 River Road, Sacramento, CA 95832. See Exhibit A (Project Vicinity).

PROJECT DESCRIPTION

The project is limited to repair of the Beach Lake berm. The existing Beach Lake berm separates Lower Beach Lake (to the south of the berm) from Morrison Creek (Exhibit B – Project Location). Additionally, it serves a flood control function during high water events. Implementation of the berm repairs will restore proper functionality to the berm. Currently, there is seepage across the berm, resulting in pump station failure and increased flood risk. Repair of the berm will require the following:

1. Removal of existing concrete, riprap (0.11 acre), and soil from the center of the berm to access the abandoned irrigation culvert pipe, where a leak has occurred, and to expose the entire center of the berm;

2. Removal of portions of the existing 36-inch corrugated metal culvert pipe and sealing the remaining segments;

3. Installation of sheet piles along the entire width of the berm (approximately 339 feet) to a depth of 19-21 feet below the elevation of the crown of the berm using an impact pile driver to reduce seepage potential along the entire berm;

4. Backfill and reconstruction of the removed and disturbed portions of the berm with compacted soil in 4-6 inch layers;

5. Installation of an approximately nine-inch deep concrete surface weir in a portion of the top of the berm to prevent erosion (replacing an existing concrete cap); and

6. Installation of a temporary coffer dam to dewater the south side of the berm to install riprap removed from the berm during the repair along the slopes of the repaired berm. See Exhibit C (Construction Plans).

During project implementation, the excavation of the berm crown, installation of the sheet pile wall, reconstruction of the berm, and installation of the concrete weir will occur above the highest water level, on dry land.

Placement of riprap and coffer dam installation will occur in the wetted area of the lake on the south side of the berm (Lower Beach Lake side). To complete riprap placement on the south side of the berm, a temporary coffer dam that is approximately 345 feet long will be installed and secured. The area to the north and behind the coffer dam (0.04 acre will be dewatered). The cofferdam, while primarily intended to prevent water from entering the work area, will also act as a barrier to wildlife entering the work area from Lower Beach Lake. A cofferdam will not be needed on the north side (Morrison Creek side) for riprap placement based on anticipated water levels.

Existing roads will be used to access the project site from River Road to the west, without the need to grade or otherwise modify the required roads. Minor grading, less than one foot in depth, may occur at each land side end of the berm to match the berm elevation to existing soils for access. The staging area will be located south of the access road that will be utilized as a lay down area for construction material.

Equipment necessary to implement the project includes, but is not limited to, an excavator, dump trucks for temporary storage, crane, crane-mounted impact pile driver, compactor, gas-powered pumps, concrete truck, concrete saw, backhoe, and forklift.

The total disturbance area for the repair work will be 0.15 acre. All impacts will be temporary. The project site will consist of disturbance to the existing berm and land previously disturbed by installation of the existing berm.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect without implementation of the Avoidance and Minimization Measures specified below include:

- Giant garter snake (*Thamnophis gigas*)
- Western Pond Turtle (*Actinemys marmorata*)
- California red-legged frog (*Rana draytonii*)
- Swainson's hawk (*Buteo swainsoni*)
- Nesting birds
- Native reptiles
- Native amphibians
- Native fish

The adverse effects the project could have on the fish or wildlife resources identified above include:

- Temporarily decreased water quality
- Temporary turbidity
- Temporary release of chemicals into the water column
- Temporary increased sediment release
- Temporary hazardous material release into water directly or through runoff
- Temporary increase of berm erosion during construction
- Temporary noise disturbance (pile driving)
- Temporary hydroacoustic impacts to fish by pile driving
- Temporary construction pits and trenches that can capture terrestrial organisms,
- Temporary disruption to nesting birds and other wildlife
- Temporary impediment of terrestrial animal species travel routes due to Temporary structures (e.g. silt fences, erosion protection materials)
- Dewatering
- Rewatering
- Temporary impact to 0.15-acre freshwater emergent vegetation

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. Permittee shall provide the necessary safety equipment that is required for site entry upon request from CDFW personnel.

1.5 Access to Property Not Owned by Permittee. This Agreement does not grant Permittee authority to enter, use, or otherwise encroach upon the property rights of individuals, or organizations not party to this Agreement. Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by Permittee is necessary.

1.6 Prohibition on Take of Listed Species. This Agreement does not authorize the take or incidental take of any State or Federal listed threatened or endangered listed species. State Listed or Fully Protected Species includes any native plant species listed as rare under the Native Plant Protection Act (Fish & G. Code, § 1900 et seq.; Cal. Code Regs., tit. 14, § 670.2); any species that is listed or is a candidate for listing under the California Endangered Species Act (Fish & G. Code, § 2080 et seq.; Cal. Code Regs., tit. 14, §§ 670.2, 670.5); or any fully protected species (Fish & G. Code, §§ 3511, 4700, 5050, 5515). The Permittee is required, as prescribed in these laws, to consult with the appropriate agency prior to commencement of the project.

2. Avoidance and Minimization Measures

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

Work Period Restrictions

2.1 Work Windows. Project activities shall be limited to the time periods as follows:

2.1.1 Between May 1 and October 1.

2.1.2 The pouring and use of concrete products shall only be performed between August 1 to September 30.

Installation and removal of erosion control devices and site revegetation activities are excluded from seasonal work period restrictions. If Permittee needs more time to complete project activities, and only if work is nearly completed, a work window variance may be authorized outside of the work period and extended on a daily or weekly basis by CDFW. Permittee shall submit a written request for work period variance to CDFW Environmental Scientist Andrea Boertien, at Andrea.Boertien@wildlife.ca.gov. The work period variance request shall 1) describe the extent of the 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; and (5) provide a weather forecast for the variance period. The work period variance request should consider the effects of increased water 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 CDFW. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.

2.2 Daily Work Window. Work is restricted to daylight hours. Permittee shall terminate all project activities covered under this Agreement 30 minutes before sunset and shall not resume until 30 minutes after sunrise unless otherwise approved by the Qualified Biologist. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area: available online at Table of Sunrise/Sunset, Moonrise/Moonset, or Twilight Times for an Entire Year (navy.mil).

2.3 Work in Dry Weather Only. Work shall be restricted to periods of low rainfall (less than 0.1 inch per 24-hour period). Precipitation forecasts and potential increases of flow shall be considered when planning project activities. Project activities shall cease and all associated erosion control measures shall be in place at least 12 hours prior to the onset of precipitation to prevent leakage of concrete or other construction material. No work shall occur during a precipitation event. Project activities halted due to precipitation may resume when precipitation ceases, the National Weather Service 72-hour weather forecast indicates a 30% or less chance of precipitation, and after a dry-out period of 48 hours for rain events (i.e., 0.25 inches within a 24-hour period). The National Weather Service forecast can be found at: http://www.weather.gov.

Biological Monitoring

2.4 CDFW-Approved Qualified Biologist(s). No later than 30 days prior to project activities covered by this Agreement, the Permittee shall submit to CDFW, for review and approval, the names, qualifications, and resumes for the biologist(s) that shall oversee the implementation of the conditions in this Agreement and conduct surveys or monitoring work using the Biologist Resume Form (available at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869) or another format

containing the same information. Project activities covered by this Agreement may not commence unless CDFW has approved the proposed biologist(s) in writing. Biological personnel are defined under this Agreement as follows:

2.4.1 A Qualified Biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years' experience conducting surveys for each species that may be present within the project area. The Qualified Biologist shall be 1) knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species. The Qualified Biologist shall oversee the Qualified Biological Monitor(s) who shall be responsible for monitoring all project activities to help avoid impacts to wildlife resources and to minimize disturbance of their habitat. The Qualified Biologist(s) shall be onsite or within immediate contact with the Biological Monitor(s) when they are onsite.

2.4.2 A Biological Monitor is an individual who shall have a minimum of two years of academic and professional experience in biological sciences and related resource management activities relevant to this project, has experience with construction level biological monitoring, the ability to recognize species in the project area, and who is familiar with the habits and behavior of those species.

2.5 Biological Monitoring. A Qualified Biologist shall be onsite for the entirety of the project portions specified in Measure 2.6 (Qualified Biologist Onsite Monitoring Requirements). For the remainder of the project, a Biological Monitor shall be on site at a frequency and duration as directed by the Qualified Biologist. The Qualified Biologist shall be available to arrive on site within one to two hours when not required onsite by the terms of this Agreement. If the Qualified Biologist appoints a Biological Monitor to oversee work activities, the Biological Monitor shall have training in avoidance and minimization measures specific to special-status species potentially present at the site. At a minimum, the Biological Monitor shall have attended the training specified in this Agreement. If asked by CDFW or another agency, the Biological Monitor shall be able to demonstrate familiarity with the terms and conditions of this Agreement.

2.6 Qualified Biologist Onsite Monitoring Requirements. A **Qualified Biologist** shall be present at the project site for the duration of the following project activities:

- Work boundary demarcation;
- Identifying environmentally sensitive areas on the project site and flagging them;

- Initial installation of temporary fencing such as silt fencing, exclusion fencing;
- Any initial ground disturbance;
- Removal of concrete, riprap, and soil from the center of the berm;
- Removal of the existing culvert pipe portions;
- Installation of coffer dam sheet piles if an impact pile driver is used;
- During dewatering and fish rescue activities;
- Active nest monitoring (when applicable);
- Buffer establishment (when applicable); and
- Relocation of wildlife (when applicable).

Qualified Biological Monitors (and/or Qualified Biologist) shall be onsite including, but not limited to:

- Sealing the remaining culvert segments;
- Daily clearance surveys at the staging area and project site;
- Monitoring of exclusion fencing;
- Inspection of pipes, hoses, or other construction-related objects that could shelter wildlife;
- Ensuring proper placement and inspection of best management practices concerning erosion control;
- Concrete work within 60 linear feet from the water's edge (e.g. concrete pouring);
- Monitoring hazardous materials adjacent to, on, or over the river and water systems;
- and when the Qualified Biologist deems the presence of a Biological Monitor necessary.

2.7 General Cease Operations Authority. The Qualified Biologist or Biological Monitor shall have independent authority to stop any and all work if any special-status species enters the project area, if project activities pose imminent threat to fish and wildlife resources, or if project activities are out of compliance with the measures outlined in this Agreement. If a special-status species is observed within the project site, then all work shall halt and not continue until the wildlife leaves the area on its own accord. The appropriate distance shall be determined by the Qualified Biologist and/or Biological Monitor at the time of discovery. The Qualified Biologist or Biological Monitor shall identify the animal to species and include the record of detection in the daily monitoring log.

If the Qualified Biologist or Biological Monitor witnesses a violation of this Agreement, they shall contact CDFW immediately. Permittee shall not enter into non-disclosure agreements with biological staff or otherwise implement penalties or disincentives restricting direct communication with CDFW. Failure to consult immediately with CDFW on violations shall constitute grounds for CDFW to revoke the Biologist's monitoring authority and require Permittee to stop work until another Biologist has been approved.

2.8 Onsite Education. Permittee shall conduct a preconstruction training program for all employees, contractors, or personnel working within the project site prior to performing any work. The program shall consist of an in-person presentation from the Qualified Biologist hosted at the project location. The presentation shall include, at minimum, a discussion of the biology of the habitats and special-status species identified in this Agreement and those with potential to be present at the project areas. The Qualified Biologist(s) shall also include information as part of the education program about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking employees, contractors, or personnel otherwise working on the project site prior to their performing any work at the project site. Upon completion of the education program, employees, contractors, or personnel otherwise working on the project sites shall sign a form stating they attended the program and understand all protection measures and a copy shall be kept on the project site. A handout that summarizes the education program, including images of special-status species, shall also be distributed to all personnel working on the project. These forms shall be filed at the worksite offices and be available to CDFW upon request.

General Wildlife Protection and Avoidance Measures

2.9 Daily Clearance Surveys. Each day, prior to initiation of project activities, a Qualified Biologist or Biological Monitor shall inspect the project work area, staging/stockpiling areas, and all equipment and vehicles. If the Qualified Biologist or Biological Monitor determines that sensitive species are not present within the work area, work may commence.

2.10 Nesting Bird Surveys. If equipment staging, site preparation, construction, excavation, grading, vegetation removal, or other project-related activities are scheduled during the nesting season, February 15 to September 15, a focused survey for active nests within the project site and a minimum 500 feet radius around the project site shall be conducted by a Qualified Biologist within seven days prior to the beginning of project-related activities. Surveys shall be conducted throughout the project site; in staging, storage, and soil stockpile areas; and along transportation routes. The methodology and results of the survey shall be sent per Reporting Measure 4.3 (Biological Preconstruction Surveys) within seven days of survey completion and prior to project commencement. Surveys shall be conducted at the appropriate time of day and during appropriate nesting times and shall concentrate on areas of suitable ground- and tree-nesting habitat. If a lapse in project-related work of seven days or longer occurs, another focused survey and, if needed, consultation with CDFW, shall be required before project work can be reinitiated.

2.11 Bird Nest Protection. If active bird nests are found, the Qualified Biologist shall establish an appropriate buffer to comply with Fish and Game Code 3503. The

buffer area(s) shall be fenced off from work activities and avoided until the young have fledged, as determined by the Qualified Biologist. The Qualified Biologist shall document preconstruction baseline monitoring of the nest to characterize "normal" bird behavior. The Qualified Biologist shall monitor the nesting birds daily throughout the duration of project activities and shall increase the buffer until no further interruptions to behavior are detectable if they determine the birds are showing signs of unusual or stressed behavior by project activities. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The Qualified Biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established. To prevent encroachment, the established buffer(s) shall be clearly marked for avoidance. The established buffer(s) shall remain in effect until the young have fledged or the nest has been abandoned as confirmed by the Qualified Biologist. Signs of nest abandonment, as determined by the CDFW-approved Qualified Biologist, shall be reported to CDFW within 24 hours. Notification shall be made to Andrea Boertien by email at Andrea.Boertien@wildlife.ca.gov.

2.12 Harassment of Animals. No project personnel or motorized equipment shall harass, herd, or drive off any wildlife. Harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering. Project personnel and equipment shall not cause displacement of wildlife into roadways or open areas lacking cover from aerial predators.

2.13 Demarcate Work Area Boundary. In consultation with the Qualified Biologist, the Permittee shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to its limits. Marking shall be in place during all periods of operation. All person employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents.

2.14 Environmentally Sensitive Area Delineations. In consultation with the Qualified Biologist and prior to ground disturbing activities, the Permittee shall stake, flag, fence, or otherwise conspicuously delineate all Environmentally Sensitive Area (ESAs) within the project work areas that are to be protected in place and remain undisturbed during construction. Environmentally sensitive areas are defined as wetland, riparian areas, aquatic areas, raptor nesting locations, potential burrows, or dens, etc. The materials used to delineate ESAs and work boundaries will be removed no later than 30 days following completion of construction. Marking shall be in place during all periods of operation. All persons employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents.

2.15 Temporary Exclusionary Fencing. Temporary exclusion fencing shall be placed around construction areas near aquatic habitats. The exclusion fencing may be installed to dewater the riprap placement location for the purpose of excluding wildlife from entering the work area. The Qualified Biologist shall inspect the exclusion fencing location prior to installation of the fencing to ensure no special status species will be impacted. The exclusion fencing system shall remain in place until all construction activities have been completed. All components of the exclusion fencing will be removed for storage or disposal off-site immediately upon completion of construction activities. Exclusion fencing shall be inspected daily by the Qualified Biologist or Qualified Biological Monitor and shall be repaired immediately if found to be damaged, fallen, or otherwise non-functional for the purposes of excluding wildlife.

2.16 Pipes, Hoses, and Similar Structures. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry. All construction pipes or similar structures greater than two inches in diameter stored at the project site overnight shall be inspected thoroughly for wildlife before the pipe or similar structure is buried, capped, used, or moved.

2.17 Open Trenches. Any open trenches, pits, or holes, or other excavations into which wildlife may fall or become trapped shall be covered at the conclusion of work each day with a hard, non-heat conductive material (e.g., plywood). Netting, canvas, or material capable of trapping or ensnaring wildlife shall not be used to cover open trenches. If use of a hard cover is not feasible, wildlife escape ramps shall be installed as determined by the Qualified Biologist at the end of each workday. Prior to the initiation of construction each day and prior to the covering of trenches, holes, or pits at the conclusion of work each day, the Qualified Biologist or Biological Monitor shall inspect them for wildlife. If the wildlife is a special-status species that does not leave of its own volition, consultation with CDFW is required before work can be continued.

2.18 Fence and Signpost Restriction. Any fencing posts or signs installed, temporarily or permanently, throughout the course of the project shall have the top capped, and have the top three post holes covered or filled with screws or bolts to prevent snaring wildlife.

2.19 Monofilament Restriction. To minimize the risk of ensnaring snakes and other wildlife, Permittee shall not use erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting or cross joints in the netting that are bound/stitched. Any geotextile material or filter fabric used within the project boundary shall not contain any petroleum-based products. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as coconut (coir) fiber, or other products without welded or tight weaves.

2.20 Speed Limit. A speed limit of 10 miles per hour shall be observed within project site and staging areas. Vehicles include, but are not limited to, tractors, excavators,

skid-steers, personnel vehicles, pickup trucks, and dump trucks. This measure does not apply to vehicles utilizing public roads posted with speed limit signage.

2.21 Vegetation Removal. Permittee shall minimize the removal of vegetation, especially removal of native riparian vegetation. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project-related activities. Trees greater than four inches diameter at breast height (DBH) and woody vegetation shall not be removed, trimmed, or disturbed during work site access and project activities. Should trees greater than four inches DBH be disturbed, CDFW must be notified at the contact information below prior to disturbance. CDFW at that time may require additional measures to protect wildlife and/or mitigation measures for affected wildlife or habitat. Vegetation and trees less than four inches DBH temporarily disturbed for construction access shall be allowed to recolonize naturally.

Coffer Dam and Dewatering

2.22 Coffer Dam. To isolate the work area, a water-tight coffer dam shall be constructed. Coffer dams shall be constructed of a non-erodible material which does not contain soil or fine sediment. The coffer dam shall be installed during periods of low flow to reduce the potential for the presence of aquatic species within the work area. The coffer dam shall remain in place and functional throughout the construction period. If the coffer dam fails, it shall be repaired immediately. The minimum footprint feasible for the coffer dam placement shall be utilized to reduce disturbance to the aquatic habitat.

2.23 Pump Screens. Prior to dewatering the coffer dam, the suction end of intake pipes shall be fitted with fish screens meeting CDFW criteria to prevent entrainment or impingement of small fish and amphibians. CDFW fish screen criteria can be found at: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22672. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into the lake or any channel.

2.24 Daily Coffer Dam Checks for Stranded Aquatic Life. The Biological Monitor shall check daily for stranded aquatic life as the water level in the dewatering area drops. If any special-status species are found within the dewatering area the Biological Monitor shall immediately contact the Qualified Biologist for relocation of fish or amphibians. Capture methods may include fish landing nets, dip nets, buckets, and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This measure does not authorize the take or disturbance of any State or federally listed species.

2.25 Cofferdams and Work Area Seepage. If it becomes necessary, the project site shall be periodically pumped dry of seepage. Permittee shall place pumps in flat areas, outside of the lake banks. Pumps shall be secured by tying off to a tree or

staked in place to prevent movement by vibration. Pump intakes shall be covered with 0.125-inch mesh to prevent entrainment of wildlife that failed to be removed. Pump intakes shall be periodically checked for impingement of wildlife that shall be relocated according to the approved measured outlined for each species below in Measure 2.33 (Relocation of Fish, Amphibians, and Reptiles).

2.26 Relocation of Fish, Amphibians, and Reptiles. During dewatering of the coffer dam, the Qualified Biologist shall capture and relocate native fish, amphibian, and reptile species as needed. Measures shall be taken to avoid harm and mortality resulting from relocation activities, as follows:

2.26.1 Relocated Aquatic Wildlife Records. Relocated species shall be moved to the nearest appropriate release location(s) outside of the project site. A record shall be maintained of all relocated wildlife. The record shall include the date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species captured and relocated. The record shall be provided to CDFW within two weeks of the completion of the seasonal work period or project activities, whichever comes first. See Reporting Measure 4.5 (Relocated Wildlife Records).

2.26.2 Release Locations Criteria. Prior to capturing aquatic wildlife, the most appropriate release location(s) shall be determined, using the following criteria: (1) water temperature shall be similar as the capture location; (2) there shall be ample habitat for the captured species; (3) relocation areas must be in proximity to the capture site, contain potential habitat, not be affected by project activities; (4) and be free of exotic predatory species (i.e., bullfrogs, crayfish, etc.) to the best of the Qualified Biologist's knowledge. In the rare case that amphibian egg masses are found after July 1, the Qualified Biologist shall make every attempt to wait until the egg masses hatch to transport them. There shall be a low likelihood for aquatic wildlife to reenter the work site or become impinged on exclusion fencing, nets, or screens.

2.26.3 Wet Hands and Nets. Handling of fish, amphibians, and reptiles within the project site shall be minimized. However, when handling is necessary, the Qualified Biologist shall always wet hands or nets prior to touching species for relocation.

2.26.4 Relocate During Cool Temperatures. The Qualified Biologist shall conduct relocation activities in the morning when the temperatures are cooler.

2.27 Dewatering. Sediment-laden water from dewatering shall be pumped through a silt sock, held in a settling container, processed in a decantation tank, or it shall be

discharged in an upland location where it will not drain directly into surface water bodies. Only clear water shall be allowed to be discharged back into the creek.

2.28 Vibratory Driver. Should installation of the coffer dam require a mechanized driver based on water levels present at the time of project implementation, Permittee shall install the coffer dam with a vibratory driver. Pile driving shall be conducted using a vibratory driver to avoid damage or death of native fish species by minimizing hydroacoustic impacts to fish species during construction.

2.29 "Ramp Up" Pile Driving Activity. If pile driving by impact hammer is required, pile driving shall occur only during daylight hours and initially will be used at low energy levels and reduced impact frequency. Applied energy and frequency will be gradually increased until necessary full force and frequency are achieved.

2.30 Sound Attenuation Device. Permittee shall use a sound attenuation system to minimize hydroacoustic effects to fish during impact pile driving. The attenuation system may include, but is not limited to, a bubble curtain and an impact hammer cushion block.

Erosion and Sediment Control

2.31 Erosion Control. All exposed soils within the work area shall be stabilized immediately following the completion of earthmoving activities, during project activities, or prior to rain events to prevent erosion. Erosion control measures, such as silt fences, straw wattles, gravel- or rock-lined ditches, water check bars, and broadcasted straw, or other appropriate materials, shall be used. Erosion control measures shall be monitored during and after each storm event for effectiveness. Modifications, repairs and improvements to erosion control measures shall be made as needed to protect water quality. At no time shall silt-laden runoff be allowed to enter water systems or directed to where it may enter water systems.

2.32 Erosion Control Plan. Permittee shall provide to CDFW a comprehensive Erosion Control Plan no later than 30 days prior to commencement of any project-related activities covered under this Agreement. Upon acceptance of the Erosion Control Plan, Permittee shall ensure all measures therein are implemented to achieve adequate and effective erosion control and siltation control measures wherever necessary, to prevent sediment and turbid and/or silt-laden water from entering any river or stream. All bare mineral soil exposed in conjunction with project-related activities capable of generating run-off into a river or stream shall be treated for sediment transport and erosion prior to the onset of precipitation. No invasive grass seed shall be used such as annual or perennial ryegrass (*Lolium multiflorum* or *L. perenne*), which are now referred to as *Festuca perennis).*

2.33 Runoff from Steep Areas. Permittee shall ensure that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales

and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Erosion into freshwater emergent vegetation and riparian areas shall be avoided.

2.34 Location of Spoils and Stockpile Sites. Permittee shall ensure that stockpiled soil is not located within locations that may be subject to high storm flows, where soil may be washed back into the lake, where it may affect habitat, aquatic, or riparian vegetation, or on top of burrows.

2.35 Cover Spoil Piles. Permittee shall use plastic tarp or sheeting with a minimum thickness of 6 mm for covering spoil piles and exposed areas of bare dirt to prevent loose soil from moving into sensitive habitats. Permittee shall use ropes and sandbags to weight down the tarping/sheeting and ensure it remains in place for the entire term of the project. Permittee shall maintain the plastic tarping/sheeting in good condition, without rips, holes or other damage. Upon completion of project-related activities, all plastic tarping/sheeting shall be immediately removed from the project area and properly disposed of.

Equipment and Vehicles

2.36 Access Routes and Staging Areas. The number of access routes and the number and size of staging areas shall be limited to the minimum necessary. Permittee shall use existing disturbed areas and roads to the extent practicable for staging and access and to avoid impacting previously undisturbed areas. Staging areas shall be located in a dry upland location and proper measures shall be installed to avoid runoff into water systems. Staging areas shall be located outside of the banks and avoid areas of concentrated ground squirrel burrows. Staging areas shall be within a previously disturbed, paved, or gravel-lined site, if feasible.

2.37 Equipment and Vehicle Maintenance. Any equipment or vehicles driven and/or operated adjacent to the channels shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.38 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.

2.39 Refueling of Equipment. Refueling of construction equipment and vehicles may not occur within 60 feet of any water system, or anywhere that spilled fuel could drain to a water body. Tarps or similar material shall be placed underneath the construction equipment and vehicles, when refueling, to capture incidental spillage of fuels. Secondary containment such as straw wattle or sandbags shall be placed completely surrounding any vehicles or equipment being refueled prior to refueling. Equipment and vehicles operating in the project area shall be

checked and maintained daily to prevent leaks of fuels, lubricants, or other liquids.

2.40 Decontamination. Any equipment that will contact the water during project activities shall be decontaminated prior to arriving on the project site, after the project is finished, and any time project equipment leaves and returns to the site to prevent the spread of aquatic diseases, invasive aquatic species, and invasive plant species to other waterways. Workers shall also decontaminate waders, boots, and other clothing that will come in direct contact with the water prior to arriving on the project site, after the project is finished, and any time work apparel is used offsite and is to be used on the project site again. Decontamination of clothing and equipment shall be done according to the following methodology: CDFW Aquatic Invasive Species Decontamination Protocol 2022 (ca.gov) also found here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=43333&inline.

Toxic and Hazardous Materials

2.41 Hazardous Materials. Debris, soil, bark, slash, sawdust, rubbish, creosote-treated wood, oil or other petroleum products, antifreeze, hydraulic fluid, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from project-related activities shall not contaminate the soil or enter the lake. Any such materials placed where they may enter the lake shall be removed immediately.

2.42 Removal of Construction Waste. Permittee shall remove construction materials and wastes from the project site following the completion of project activities. Food-contaminated wastes generated during construction shall be disposed of in securely closed containers and removed at least once a week to avoid attracting predators to the work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of maintenance activities. Permittee or its contractors shall not dump any construction debris or litter within the lake or riparian areas.

2.43 Emergency Spill Response Plan. An emergency response plan shall be prepared and submitted to CDFW prior to the start of project work. The plan shall be limited to three pages in length and may be presented in prose, table, or bulleted list format. The plan shall identify the actions which would be taken in the event of a spill of concrete, petroleum products, sediment, or other material harmful to fish, wildlife, plant resources, or the habitats thereof. The plan shall also identify the emergency response materials which shall be kept at the site to allow the rapid containment and clean-up of any spilled material. The emergency response plan shall also be submitted in the final construction report.

2.44 Spill Containment and Spill Kits. All activities performed in or near water shall have absorbent materials designated for hazardous materials spill containment and cleanup activities onsite for use in an accidental spill. Permittee shall

immediately initiate the cleanup activities in the event of a hazardous materials spill. Prior to entering the work site, all field personnel shall know the location of spill kits and trained in their appropriate use.

2.45 Spill of Material Deleterious to Fish, Wildlife and Plants. Permittee and all contractors shall be subject to the water pollution regulations found in FGC Sections 5650 and 12015. In the event of a hazardous materials spill into the stream (e.g., grout, epoxy, concrete, etc.), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by emailing CDFW Environmental Scientist Andrea Boertien, at Andrea.Boertien@wildlife.ca.gov.

Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within 10 days of the reported spill in order to develop a resolution including: site clean-up, site remediation, and compensatory mitigation for the harm caused to fish, wildlife, and the habitats on which they depend as a result of the spill. Permittee shall be responsible for all spill clean-up, site remediation, and compensatory mitigation costs. Spill of materials to waters of the State that are deleterious to fish and wildlife are in violation of Fish and Game Code Section 5650 et seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six months from the date of the incident.

2.46 Containment of Concrete Leachate. Containment of concrete leachate shall adhere to the following best management practices:

2.46.1 Any and all concrete surfaces that may come in direct contact with the lake areas shall be poured 30 days prior to the authorized work period final date. Permittee shall notify CDFW 14 days prior to the final date of allowed work if work is to exceed that final date.

2.46.2 Unsealed structures shall be allowed to cure (dry) for at least 28 days before rain or other water sources are introduced.

2.46.3 To shorten the curing period, Permittee may use a non-toxic sealant designed for use in aquatic environments. Prior to use, Permittee shall submit the product safety data sheet, including information about environmental toxicity, to CDFW for review and approval. If a sealant is to be applied, concrete structures shall be allowed to cure for at least seven days prior to application and for an additional three days following application of the sealant before flows are reintroduced.

2.46.4 Washdown water from concrete delivery trucks, concrete pumping equipment, and other tools and equipment shall not be allowed to enter the creek and ephemeral tributary and should be removed from the site for treatment following work. No dry concrete shall be placed on the banks or in a location where it could be carried into the creek and ephemeral tributary or contaminate soil by wind or runoff.

Riprap

2.47 Revetment Limit. Permittee shall limit the amount of revetment and similar materials used for bank protection and other repair activities to the minimum amount necessary to ensure proper flood protection system integrity and function.

2.48 Proper Placement of Riprap. The Permittee shall ensure that the riprap shall be placed in a smooth curve along the natural bank alignment, shall not project out into the channel beyond the limits of the natural bank, and shall not include any "barbs" or "groins", or other features which will deflect the flow against the opposite bank, or cause the formation of downstream eddies.

2.49 Riprap Acceptable Practices. Riprap shall consist of clean rock, competent for the application, sized, and properly installed to resist the highest velocity of water flow.

2.50 Riprap Materials. No broken concrete, asphalt, or other construction waste materials shall be used as riprap for stabilization.

2.51 No Grouting of Riprap. Permittee shall not apply grout, cement, or mortar to riprap.

Special-status Species Assessment and Avoidance Measures

2.52 Giant Garter Snake Preconstruction Surveys. Within 48 hours prior to the commencement of ground-disturbing activities, areas within 200 feet of potential aquatic habitat for giant garter snake (GGS) shall be surveyed by the Qualified Biologist. Survey results shall be provided to CDFW per Reporting Measure 4.3 (Biological Preconstruction Surveys). If a lapse in project-related work of 15 days or longer occurs, another focused survey shall be performed and the results sent to CDFW prior to resuming work.

2.53 GGS Observation and Avoidance. If a snake species of any kind is observed within the work site, then project activities within the immediate vicinity of the snake sighting shall halt, and work shall not continue until the snake species can be identified by the Qualified Biologist. If GGS is discovered at any time within the project site and staging areas, then all project activities shall halt until CDFW has been notified and Permittee can demonstrate compliance with CESA to CDFW's satisfaction. If take of GGS is expected to occur as a result of project-related activities, then an Incidental Take Permit (ITP) from CDFW may be obtained to avoid disruptions to project activities.

2.54 Northwestern Pond Turtle. To avoid impacts to northwestern pond turtles, the Qualified Biologist or Biological Monitor shall inspect the work area and upland areas adjacent to the work area prior to mobilization of excavation equipment each day in which project activities occur. If northwestern pond turtles are found during project activities, the Qualified Biologist shall stop work, and the individual(s) shall be allowed to leave the area of its own accord. The Qualified Biologist or Biological Monitor shall remain in the area until the biologist deems their presence is no longer necessary to ensure the safety of the turtle(s). All northwestern pond turtle observations shall be reported to CDFW within 24 hours by email and be included in the final project report.

2.55 California Red-legged Frog. The Qualified Biologist shall conduct a focused survey for California Red-legged Frog (CRLF) within five days prior to the planned start of project activities. Permittee shall notify CDFW within 24 hours of discovery if CRLF of any life stage are detected during the focused survey. If a frog of any species is observed during any point of the project, all work shall immediately halt, all equipment shall be powered off, and work shall not continue until the frog species can be identified by the Qualified Biologist or Biological Monitor. If the frog is not a CRLF, then either the Qualified Biologist shall move the frog out of harm's way prior to work proceeding. If CRLF is found onsite, Permittee shall contact CDFW before proceeding with project activities. Permittee shall submit a CRLF Mitigation and Monitoring Plan thereafter, which shall include: an assessment of all project activity impacts related to CRLF including noise/vibratory disturbance during the operation of project activities; disturbance to nesting sites; and listed avoidance and minimization measures to protect all life stages of CRLF for CDFW written approval.

2.56 Preconstruction Surveys and Nest Buffers for Swainson's Hawk. If project activities will either begin or be re-initiated during the breeding season (March 1 to September 15), each work season survey for Swainson's hawks and their nests shall be conducted by the Qualified Biologist prior to the beginning of project-related activities. Surveys shall be conducted in a manner consistent with the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* available online here: Survey and Monitoring Protocols and Guidelines(ca.gov) and found here: https://wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds. Surveys shall cover a minimum of two survey periods with the minimum number of surveys prior to project initiation as follows:

- January to March 20 – survey any time of day as needed for raptor nests, for a minimum of one survey.

- March 20 to April 5 – survey from either sunrise to 1000 or 1600 to sunset, for a minimum of three surveys.

- April 5 to April 20 – survey from either sunrise to 1200 or 1630 to sunset for a minimum of three surveys.

An alternative methodology may be approved by CDFW specific to work within the project area.

2.56.1 If a lapse in project-related work of seven days or longer occurs within the nesting season, then a focused all-day survey shall be performed, and the results shall be sent to CDFW prior to resuming work. Surveys shall be conducted in work areas, staging and storage areas, and access routes. See Reporting Measure 4.3 (Biological Preconstruction Surveys).

2.56.2 If any active Swainson's hawk nests are found within ½-mile of a project site, an avoidance buffer of ¼-mile in urban areas or a ½-mile buffer in non-urban areas shall be implemented from March 20 to September 15, or until the young fledge, unless otherwise approved in writing by CDFW. No project personnel or equipment may enter the avoidance buffer.

3. Remediation Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Site Remediation. Areas that have become either barren of vegetation, slated for erosion control, where ground disturbance has occurred, or where vegetation has been removed or impacted, shall be revegetated with local, native plant species consistent with the vegetative composition immediately up and downstream of the project site. If project areas are slated for seeding or hydroseeding (e.g., riparian understory, banks, etc.), the native seed mix shall include an equal parts mixture, or other ratio with CDFW approval, of at least: one perennial grass, one annual grass, one annual forb, and one perennial forb, and one pollinator friendly forb. Revegetation efforts shall occur prior to the onset of winter rains within the year initial impacts take place. To ensure revegetation efforts succeed, onsite plantings and seeded areas shall meet the following success criteria:

3.1.1 Baseline conditions, including absolute percentages of vegetative cover, shall be quantified by the Qualified Biologist or Biological Monitor prior to project activities. This baseline report and representative photographs shall be submitted with the biological surveys for the project site per the Reporting Measures of this Agreement.

3.1.2 Vegetation cover shall consist of no new invasive plant species rated as "high" or "moderate" by the Cal-IPC (refer to: Invasive Plant Inventory [CALIPC.org]). Vegetation cover shall consist of no more than 20% non-native species above baseline conditions. All plantings shall be selected and implemented to restore, at minimum, vegetation community function

to baseline (i.e., relative cover percentage, composition, and species richness).

3.1.3 Remediated areas shall be monitored for at least one year after revegetation efforts are initially applied. Monitoring shall occur, at the minimum, in April and August of the year following initial impacts. If the goals of this Agreement are not met, then Permittee shall be responsible for replacement plantings or seeding, additional watering, weeding, invasive plant eradication, and additional years of monitoring until these goals have been met or otherwise approved in writing by CDFW.

3.1.4 If nursery stock purchased for revegetation was grown within a county that is quarantining or regulating nursery stock for interstate sales due to the presence of *Phytophthora ramorum* (sudden oak death), the source nursery shall be in compliance with annual inspections under 7 CFR 301.92 et seq. Permittee shall check the California Department of Food and Agriculture website to view the most recent list of approved nurseries from quarantined and regulated counties, found at: Sudden Oak Death Counties (CDFA.ca). Permittee shall view, and if possible obtain, a copy of the annual inspection certificate under 7 CFR 301.92-f et seq., regarding P. ramorum (refer to: Sudden Oak Death Management [Oak Mortality Task Force]). If a selected nursery cannot provide this annual certificate of inspection, the nursery shall not be used as a source for plant material, soils or other materials that could transmit the disease organism.

3.2 Infrastructure Removal. Any unneeded and abandoned pipes, pumps, or other infrastructure shall be removed from the project site and properly disposed of as part of site remediation.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification of Work Commencement/Completion to CDFW. Each season in which project related activities occur, Permittee shall notify CDFW 14 calendar days prior to the initiation of construction, and within 14 calendar days of the completion of construction. Permittee shall submit the notifications via the EPIMS data portal, referencing Notification Number EPIMS-SAC-56982-R3.

4.2 Qualified Biologist(s). Permittee shall submit resumes of all potential Qualified Biologists to CDFW for approval at least 30 days prior to the initiation of preconstruction surveys. Resumes shall include educational background, experience with focal species and description of experience with each focal species (e.g., tagging, handling, observational surveys, relocation, auditory surveys, etc.), including number of hours/years of experience per species,

trainings/workshops, and certificates or related credentials. Include experience with different life stages of a species when applicable. Permittee is encouraged to use the Biologist Resume Form included as Exhibit D. Preconstruction surveys and project implementation shall not commence until the Qualified Biologist(s) have been approved by CDFW. Permittee shall upload the results to the EPIMS data portal referencing Notification Number EPIMS-SAC-56982-R3.

4.3 Biological Preconstruction Surveys. Prior to the commencement of work, Permittee shall upload the preconstruction survey results to the EPIMS data portal referencing Notification Number EPIMS-SAC-56982-R3. Permittee is encouraged to combine survey results for multiple species into a single document.

4.4 Special-Status Species Documentation. If any special-status species are observed during project monitoring, the Permittee shall immediately contact CDFW. Permittee shall also submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB for all survey data within 15 working days of the sightings and shall upload copies of the CNDDB forms and survey maps to the EPIMS data portal referencing Notification EPIMS-SAC-56982-R3. Instructions and guidance are available online at Submitting Data to the CNDDB (ca.gov).

4.5 Relocated Wildlife Records. Relocated species records shall be submitted to CDFW within two weeks of the completion of the seasonal work period or project activities, whichever comes first. The records shall include the date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species captured and relocated. Permittee shall upload the relocated wildlife records to the EPIMS data portal referencing Notification Number EPIMS-SAC-56982-R3.

4.6 Site Remediation Reporting. The baseline conditions report per Remediation Measure 3.1.1, including representative photographs, shall be submitted prior to commencement of project activities. The report shall include absolute percentages of vegetative cover, The monitoring report shall be submitted by December 31 of the year following revegetation. Permittee shall upload the baseline conditions report and the monitoring report to the EPIMS data portal referencing Notification Number EPIMS-SAC-56982-R3.

4.7 Project Completion Report. A final construction report shall be submitted to CDFW within 45 days of completion of all construction activity. This report shall detail: 1) notification number; 2) dates construction occurred; 3) pertinent information concerning the success of the project in meeting avoidance and minimization measures; 4) recommendations to achieve compliance of any avoidance and minimization measures that have not been met; 5) detailed summaries of any deceased wildlife discovered at the site; 6) any instances of capture and relocation of wildlife; and 7) photographs of post-construction results. Permittee shall upload the Project Completion Report to the EPIMS data portal, referencing Notification Number EPIMS-SAC-56982-R3.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Duy Tran
EPIMS-SAC-56982-R3
Beach Lake Berm Repair Project
1395 35th Avenue
Sacramento, CA 95822
dtran@cityofsacramento.org

To CDFW:

Department of Fish and Wildlife
Bay Delta Region
EPIMS-SAC-56982-R3
Beach Lake Berm Repair Project Andrea.Boertien@wildlife.ca.gov; R3LSA@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire on **December 31, 2029**, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

A. Project Vicinity

B. Project Location

C. *Construction Plans Lower Beach Lake/Morrison Creek Berm Seepage Mitigation Draft Plans*; prepared by Wood Rodgers; dated March 31, 2024; as submitted by Raymond Kong on January 22, 2025.

D. Biologist Resume Form

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Project No. S2477-05-01
May 24, 2023

VIA ELECTRONIC MAIL

Raymond Kong
City of Sacramento – Department of Utilities
RKong@cityofsacramento.org

Subject: LIMITED GEOTECHNICAL INVESTIGATION
LOWER BEACH LAKE / MORRISON CREEK EMBANKMENT
SACRAMENTO COUNTY, CALIFORNIA

Mr. Kong:

In accordance with Contract Project No. W14130414 dated October 21, 2022, we have performed a limited geotechnical investigation for the proposed improvements to an existing earthen embankment located between Lower Beach Lake and Morrison Creek in Sacramento County, California. The approximate project location is shown on the Vicinity Map, Figure 1.

BACKGROUND, PROJECT DESCRIPTION, AND PURPOSE

As shown in the aerial photo below, on the Site Map, Figure 2, and in Photos 1 and 2 (attached) the approximately 500-foot-long earthen embankment separates Lower Beach Lake and Morrison Creek southwest of the community of Freeport in Sacramento County. At the time of our site visit, the water level in Lower Beach Lake (south of the embankment) is about four feet higher than the water level in Morrison Creek (north of the berm).

Within the last 10 years, the embankment has been subject to through-seepage (Photo 4) which results in significant water entering Morrison Creek that subsequently needs to be pumped by the City of Sacramento via the Sump 90 pump station located just downstream to the west. In addition, the embankment has breached in the past and was subsequently repaired by filling the breach with concrete rubble/rip rap (Photo 3). However, the through-seepage is ongoing. The City would like to mitigate the seepage by installing a sheet pile wall or similar seepage cutoff.

Based on topographic information provided by the City of Sacramento, the elevation of the top of the embankment is approximately 4 feet (datum unspecified), the elevation of the bottom of Lower Beach Lake and Morrison Creek adjacent to the embankment is approximately -2 feet and -5 feet, respectively. The side slopes of the embankment are inclined at approximately 2H:1V with some localized steeper and flatter areas. The site configuration and topography are shown on the Site Map, Figure 2. Additional topography/configuration information is shown on Cross-Section A-A', Figure 3.

The purpose of our limited geotechnical investigation was to evaluate subsurface conditions at the site and provide geotechnical engineering design parameters and recommendations for the project as presently proposed.

SCOPE OF SERVICES

To prepare this report, we performed the following scope of services:

- Performed a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site.
- Performed a site reconnaissance to determine access and mark out the proposed exploration locations.
- Notified subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Paid required fees and obtained a soil boring permit from Sacramento County Environmental Management Department (SCEMD).
- Drilled three (3) exploratory borings (B1 through B3) at the site using a limited-access, track-mounted drill rig equipped with a casing hammer and rotary-wash drilling capabilities to depths of approximately 31½ feet. Steel conductor casing was driven through the rubble-laden berm and embedded in the soil below in order to reduce drilling fluid loss. Approximate locations of the borings are shown on the Site Plan, Figure 2.
- Obtained representative samples from the borings.
- Logged the borings in accordance with the Unified Soil Classification System (USCS). Figure 4 is a Key to Logs and Figures 5 through 7 are logs of the exploratory borings.
- Backfilled the borings with neat cement grout in accordance with SCEMD permit requirements.
- Performed geotechnical laboratory tests in selected samples to evaluate pertinent index and engineering properties of the soils encountered. Figures 8 through 13 present the laboratory test results.
- Evaluated the field and laboratory testing data and prepared this letter summarizing our findings, conclusions, and recommendations.

SUBSURFACE CONDITIONS

We identified soil and geologic conditions by reviewing published geologic literature and observing exploratory borings. Soil descriptions provided below include the USCS symbol where applicable. Generalized subsurface cross-sections (A-A' and B-B') are presented as Figures 3 and 4.

Regional Geology

The site is located in the central portion of the Great Valley geomorphic province of California. The Great Valley (Sacramento and San Joaquin Valleys) of California is a long structural depression or down-warped trough, with the axis of the trough lying close to the eastern front of the Coast Ranges geomorphic province. In general, the southern portion of the Sacramento Valley is underlain by Quaternary continental deposits (alluvial deposits) and late Tertiary age marine and continental sedimentary rocks, which rest on a basement complex consisting of granitic rocks of the Sierra Nevada.

Based on the *Preliminary Geologic Map of the Lodi 30' x 60' Quadrangle, California* (California Geological Survey, 2009), the site is underlain by Holocene basin deposits (map symbol Qhb) deposits, described as fine grained sediments (clay and silt) of late Holocene age deposited in topographic lows.

Concrete

Each boring was drilled through the existing concrete surfacing on top of the embankment (Photos 1 and 2). The thickness of the concrete ranged from approximately 18 to 30 inches.

Rip Rap / Concrete Rubble Fill

Below the concrete surfacing in Boring B3, we encountered approximately 5 feet of rip rap / concrete rubble fill. We did not encounter this material in Borings B1 and B2.

Alluvium (Basin Deposits)

Below the concrete surfacing and rip rap/ concrete rubble fill, we encountered alluvium (basin deposits) extending to the maximum depth explored of approximately 31½ feet. The alluvium generally consists of very soft to soft fat clay (CH) to depths of approximately 25 to 30 feet further underlain by interbedded layers of medium stiff to very stiff lean clay (CL) and medium dense clayey sand (SC).

Soil and geologic conditions described herein are generalized. Cross-Section A-A' (Figure 3) shows the general stratigraphy at the Boring B3 location. The boring logs (Figures 5 through 8) detail soil type and consistency of the soils encountered.

Groundwater

We encountered groundwater in each boring at a depth of approximately 8 feet. However, the use of driven steel casing to facilitate drilling the borings may have obscured the relative presence of groundwater at shallower depths. We anticipate that groundwater elevation is roughly coincident with the water elevation in Lower Beach Lake and/or Morrison Creek adjacent to the embankment. However, groundwater elevations likely fluctuate due to variations in precipitation, storm water runoff, and other factors.

Laboratory Testing

We performed geotechnical laboratory tests to aid in soil classification and to estimate physical properties. We performed tests for in-situ unit weight and moisture content, grain size distribution, Atterberg Limits, shear strength, and saturated hydraulic conductivity (permeability). Laboratory test results are presented on Figures 8 through 13.

Soil Corrosion Potential Screening

In addition, we performed pH, resistivity, chloride, and sulfate tests on two samples to generally evaluate the corrosion potential of site soils. These tests were performed in accordance with California Test Method (CTM) Nos. 643, 422, and 417. The results are presented in Table 1 and should be considered for design of the proposed improvements.

TABLE 1
SOIL CORROSION TEST SUMMARY

Sample ID (Boring No./ Sample Depth)	Minimum Resistivity (ohm-centimeters)	pH	Chloride Content (ppm)	Sulfate Content (ppm)
B1-10.5	1,420	5.7	8.2	102.2
B3-21	940	6.3	31.0	126.2

Soil with a low pH (higher acidity) is considered corrosive as it can react with lime in cement to leach out soluble reaction products and result in a more porous and weaker concrete. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), soil with a pH of 5.5 or lower may be corrosive to concrete or steel in contact with the ground.

Soil resistivity is the measure of the soil's ability to transmit electric current. Corrosion of buried ferrous metal is proportional to the resistivity of the soil. A lower resistivity indicates a higher propensity for transmitting electric currents that can cause corrosion of buried ferrous metal items. In general, the higher the resistivity, the lower the rate for corrosion. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), resistivity serves as an indicator parameter for the possible presence of soluble salts, and it is not included as a parameter to define a corrosive area for structures. A minimum resistivity value for soil less than 1,500 ohm-cm may indicate the presence of high quantities of soluble salts and a higher propensity for corrosion. Based on the laboratory minimum resistivity test results and Caltrans criteria, the soil tested has a higher propensity for corrosion.

Table 2 presents a summary of concrete requirements set forth by California Building Code (CBC) Section 1904 and American Concrete Institute (ACI) 318 for possible chloride exposure. Chlorides can break down the protective oxide layer on steel surfaces resulting in corrosion. Sources of chloride include, but are not limited to, deicing chemicals, salt, brackish water, seawater, or spray from these sources.

TABLE 2
REQUIREMENTS FOR CONCRETE EXPOSED TO CHLORIDE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Chloride Severity	Exposure Class	Condition	Maximum Water to Cement Ratio by Weight	Minimum Compressive Strength (psi)
Not Applicable	C0	Concrete dry or protected from moisture	N/A	2,500
Moderate	C1	Concrete exposed to moisture but not to external sources of chlorides	N/A	2,500
Severe	C2	Concrete exposed to moisture and an external source of chlorides	0.40	5,000

The appropriate Chloride Severity/Exposure Class should be determined by the project designer based on the specific conditions at the location of the proposed structure. Further guidance is provided in ACI 318. Per Caltrans *Corrosion Guidelines*, soil with a chloride concentration of 500 ppm or higher may be corrosive to steel structures or steel reinforcement in concrete. Based on Caltrans criteria, soil at the locations tested is not corrosive with respect to chloride content.

Table 3 presents a summary of concrete requirements set forth by CBC Section 1904 and ACI 318 for sulfate exposure. Similar to chlorides, sulfates can break down the protective oxide layer on steel leading to corrosion. Sulfates can also react with lime in cement to soften and crack concrete.

TABLE 3
REQUIREMENTS FOR CONCRETE EXPOSED TO SULFATE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Sulfate Severity	Exposure Class	Water-Soluble Sulfate (SO_4) Content		Cement Type (ASTM C 150)	Maximum Water to Cement Ratio by Weight[1]	Minimum Compressive Strength (psi)
		Percent By Mass	Parts Per Million (ppm)			
Not Applicable	S0	$SO_4 < 0.10$	$SO_4 < 1,000$	No Type Restriction	N/A	2,500
Moderate	S1	$0.10 \leq SO_4 < 0.20$	$1,000 \leq SO_4 < 2,000$	II	0.50	4,000
Severe	S2	$0.20 \leq SO_4 \leq 2.00$	$2,000 \leq SO_4 \leq 20,000$	V	0.45	4,500
Very Severe	S3	$SO_4 > 2.00$	$SO_4 > 20,000$	V+Pozzolan or Slag	0.45	4,500

Notes:
1. Maximum water to cement ratio limits are different for lightweight concrete, see ACI 318 for details.

Based on the laboratory test results, the Sulfate Severity ranges from "not applicable" to "severe" with corresponding Exposure Classes of "S0" and "S2." The concrete mix deign(s), if any, should be developed accordingly. The presence of water-soluble sulfates is not a visually discernible characteristic; therefore, other soil samples from the site could yield different concentrations. Additionally, over time landscaping activities (i.e., addition of fertilizers and other soil nutrients) may affect the concentration.

Geocon does not practice in the field of corrosion engineering and the above information is provided as screening criteria only. If corrosion sensitive improvements are planned, we recommend that further evaluations by a corrosion engineer be performed to incorporate the necessary precautions to avoid premature corrosion on buried metal pipes and metal or concrete structures in direct contact with the soils.

CONCLUSIONS AND RECOMMENDATIONS

Within the past 10 years, the embankment has been subject to through-seepage (Photo 4) which results in significant water entering Morrison Creek. The through seepage appears to be limited to the coarse-grained rip rap / concrete rubble within the top 5 feet of the embankment. The embankment is underlain by relatively impermeable fat clay to depths of approximately 25 to 30 feet. Based on these conditions, the through-seepage may be controlled by installing a relatively shallow, non-structural sheet pile wall or similar impermeable cut-off wall such as a slurry wall or soil-mix wall. We note that the sheet pile wall option has the advantages of faster installation and little to no excavation required compared to the slurry wall or soil mix wall; these methods would generate significant excavation spoils that may result in higher project costs. However, sheet pile installation may be impacted by the presence of rip rap / concrete rubble within the top 5 feet of the embankment. Use of impact pile driving equipment and/or pre-drilling may be required for sheet pile installation. The rip rap / concrete rubble fill will increase installation difficulty and a heavier sheet pile section or reinforcement at the pile tips may be required to protect the sheet piles from damage. A vibratory hammer may perform poorly in these materials (rip rap / concrete rubble, fat clay) with possibly very difficult driving conditions encountered. We recommend performing a cost analysis to evaluate the most effective seepage cutoff-wall solution.

To evaluate the effectiveness of the proposed cutoff wall, we performed finite element seepage analysis using the software SEEP/W. We modeled the "no wall" condition (e.g. current condition) as well as various cut-off wall tip elevations to evaluate the maximum vertical exit gradient below the embankment. The vertical exit gradient is the seepage force that may result in piping/heave of the embankment and adjacent areas as a result of seepage. For our analysis, we assumed a high water level in Lower Beach of +4 feet (roughly equal to the top of the embankment) and a low water level of -4 feet in Morrison Creek. Results of our analyses are summarized in Table 4 and graphical plots of the analysis are presented in Appendix A.

TABLE 4
SEEPAGE ANALYSIS SUMMARY

Cut-Off Wall Tip Elevation	Sheet Pile Depth (feet below top of Embankment)	Maximum Vertical Exit Gradient	Factor of Safety Against Piping/Heave
No Wall	n/a	0.8	1.1
-10 feet	15	0.6	1.3
-15 feet	20	0.5	1.6
-20 feet	25	0.3	2.8
-25 feet	30	0.2	4.2

As shown in Table 4, the maximum vertical exit gradient for the "no wall" condition is approximately 0.8 which results in a factor of safety against heave of approximately 1.1. This result generally agrees with the observed conditions at the site which include active through seepage but likely no heave or piping. Also as shown in Table 4, as the depth of the cut off wall increases the vertical exit gradient decreases, resulting in a higher factor of safety against piping/heave.

Based on the seepage analysis, we recommend installing a cut off wall to a minimum tip elevation of -15 feet (a depth of approximately 20 feet below the top of the embankment). We expect that the existing embankment would provide sufficient lateral support for the upper portion of the cutoff wall that would seasonally retain some head of water; therefore the cut off wall would be considered non-structural. However, a sheet pile wall with a minimum embedment of 20 feet would provide some structural capacity to support the head of water in the event of localized failure of the embankment.

REFERENCES

1. American Concrete Institute, ACI 318-19, *Building Code Requirements for Structural Concrete and Commentary*, 2019.
2. California Geological Survey, Preliminary Geologic Map of the Lodi 30' x 60' Quadrangle, California, 2009.
3. Caltrans, Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Branch, *Corrosion Guidelines*, version 3.2, May 2021.
4. Google Earth, historic and current aerial photographs of the project site and vicinity, accessed November 2022.
5. Unpublished reports, aerial photographs, and maps on file with Geocon.

LIMITATIONS AND FURTHER GEOTECHNICAL SERVICES

The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, Geocon should be notified so that supplemental recommendations can be given. The evaluation or identification of the potential presence of hazardous materials was not part of the scope of services provided by Geocon.

The recommendations contained in this report are preliminary until verified during construction by representatives of our firm. Changes in the conditions of a property can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. Additionally, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated partially or wholly by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in the site area at this time. No warranty is provided, express or implied.

Please contact us if you have any questions regarding this letter or if we may be of further service.

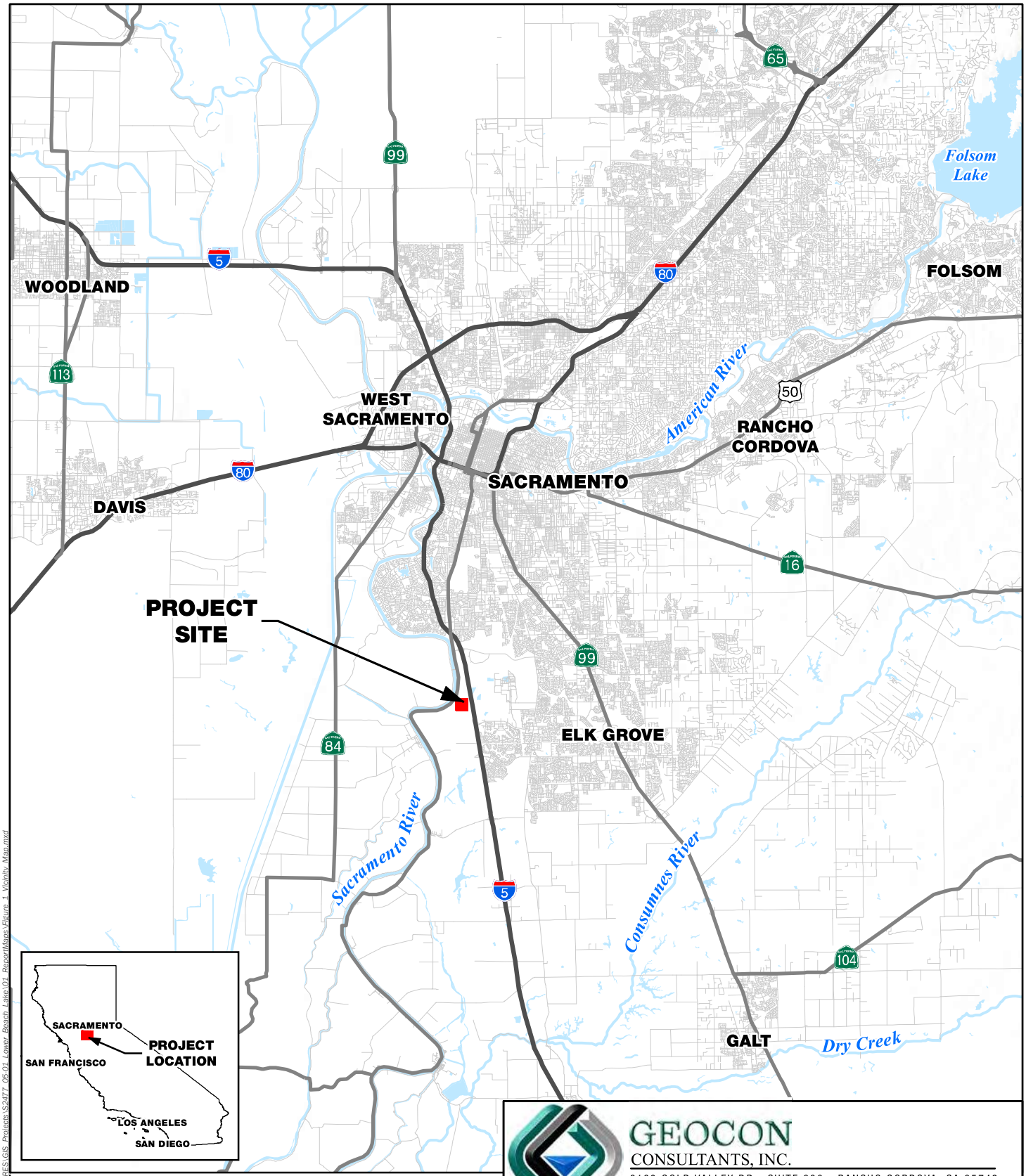
Sincerely,

GEOCON CONSULTANTS, INC.

Jeremy Zorne, PE, GE
Senior Engineer

Ronal E. Loutzenhiser, PE, GE
Senior Engineer

Attachments: Figure 1, Vicinity Map
Figure 2, Site Plan
Figure 3, Cross-Section A-A'
Figure 4, Key to Logs
Figures 5 through 7, Test Boring Logs (B1 through B3)
Figures 8 through 13, Laboratory Test Results
Photos 1 through 4
Appendix A – Seepage Analysis



N

0 5

Scale in Miles

GEOCON
CONSULTANTS, INC.
3160 GOLD VALLEY DR - SUITE 800 - RANCHO CORDOVA, CA 95742
PHONE 916.852.9118 - FAX 916.852.9132

Lower Beach Lake Embankment

Sacramento,
California

VICINITY MAP

S2477-05-01	May 2023	Figure 1

GEOCON 5/24/2023 USER:Brown,M PATH:R:\FIGURES\GIS_Projects\S2477_05-01_Lower_Beach_Lake\01_Report\Maps\Figure_1_Vicinity_Map.mxd

Elevation Contour Data: City of Sacramento Department of Utilities (2022)

Legend

B3 ⊗ Approximate Boring Location

Approximate Cross Section Location

ElevationContours (1-foot interval)

0 40

Scale in Feet

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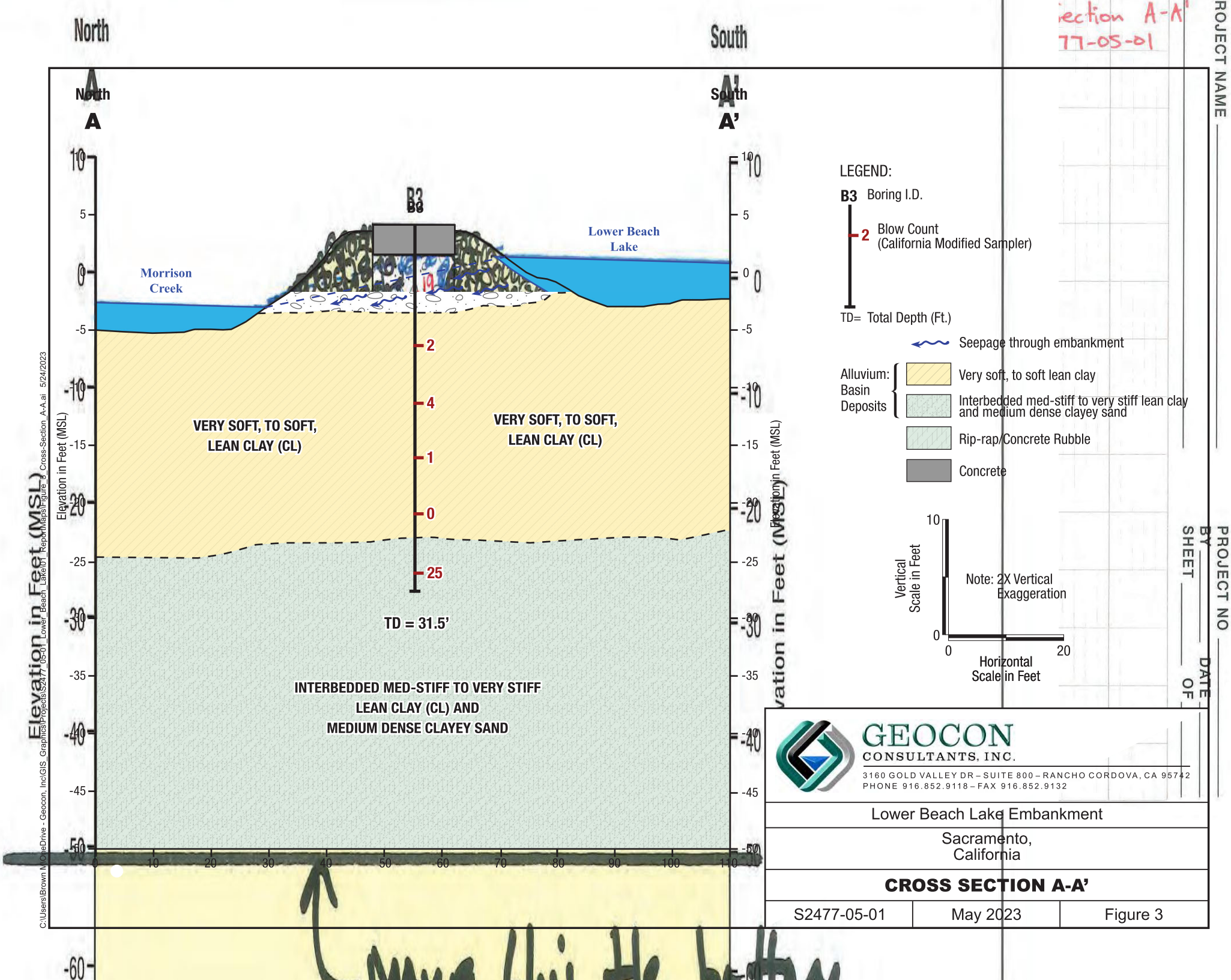
Lower Beach Lake

Sacramento, California

SITE MAP

S2477-05-01	May 2023	Figure 2



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Lower Beach Lake Embankment

Sacramento, California

CROSS SECTION A-A'

S2477-05-01	May 2023	Figure 3

PROJECT NAME
PROJECT NO
DATE
BY
SHEET OF

C:\Users\Brown M\OneDrive - Geocon, Inc\GIS_Graphics\Projects\S2477-05-01_Lower_Beach_Lake\01_Report\Maps\Figure_3_Cross-Section_A-A.ai 5/24/2023

UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS					TYPICAL NAMES
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO.4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW		WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
			GP		POORLY GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GM		SILTY GRAVELS, SILTY GRAVELS WITH SAND
			GC		CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO.4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW		WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
			SP		POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SM		SILTY SANDS WITH OR WITHOUT GRAVEL
			SC		CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS		ML		INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS
			CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS
			OL		ORGANIC SILTS OR CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%		MH		INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH		INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH		ORGANIC CLAYS OR CLAYS OF MEDIUM TO HIGH PLASTICITY
	HIGHLY ORGANIC SOILS		PT		PEAT AND OTHER HIGHLY ORGANIC SOILS

BORING/TRENCH LOG LEGEND

- No Recovery
- Shelby Tube Sample
- Bulk Sample
- SPT Sample
- Modified California Sample
- Groundwater Level (At Completion)
- Groundwater Level (Seepage)

PENETRATION RESISTANCE

SAND AND GRAVEL			SILT AND CLAY			
RELATIVE DENSITY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	CONSISTENCY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	COMPRESSIVE STRENGTH (tsf)
VERY LOOSE	0 - 4	0 - 6	VERY SOFT	0 - 2	0 - 3	0 - 0.25
LOOSE	5 - 10	7 - 16	SOFT	3 - 4	4 - 6	0.25 - 0.50
MEDIUM DENSE	11 - 30	17 - 48	MEDIUM STIFF	5 - 8	7 - 13	0.50 - 1.0
DENSE	31 - 50	49 - 79	STIFF	9 - 15	14 - 24	1.0 - 2.0
VERY DENSE	OVER 50	OVER 79	VERY STIFF	16 - 30	25 - 48	2.0 - 4.0
			HARD	OVER 30	OVER 48	OVER 4.0

*NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE LAST 12 INCHES OF AN 18-INCH DRIVE

MOISTURE DESCRIPTIONS

FIELD TEST	APPROX. DEGREE OF SATURATION, S (%)	DESCRIPTION
NO INDICATION OF MOISTURE; DRY TO THE TOUCH	S<25	DRY
SLIGHT INDICATION OF MOISTURE	25≤S<50	DAMP
INDICATION OF MOISTURE; NO VISIBLE WATER	50≤S<75	MOIST
MINOR VISIBLE FREE WATER	75≤S<100	WET
VISIBLE FREE WATER	100	SATURATED

QUANTITY DESCRIPTIONS

APPROX. ESTIMATED PERCENT	DESCRIPTION
<5%	TRACE
5 - 10%	FEW
11 - 25%	LITTLE
26 - 50%	SOME
>50%	MOSTLY

GRAVEL/COBBLE/BOULDER DESCRIPTIONS

CRITERIA	DESCRIPTION
PASS THROUGH A 3-INCH SIEVE AND BE RETAINED ON A NO. 4 SIEVE (#4 TO 3")	GRAVEL
PASS A 12-INCH SQUARE OPENING AND BE RETAINED ON A 3-INCH SIEVE (3"-12")	COBBLE
WILL NOT PASS A 12-INCH SQUARE OPENING (>12")	BOULDER

LABORATORY TEST KEY

CP – COMPACTION CURVE (ASTM D1557)
CR – CORROSION ANALYSIS (CTM 422, 643, 417)
DS – DIRECT SHEAR (ASTM D3080)
EI – EXPANSION INDEX (ASTM D4829)
GSA – GRAIN SIZE ANALYSIS (ASTM D422)
MC – MOISTURE CONTENT (ASTM D2216)
PI – PLASTICITY INDEX (ASTM D4318)
R – R-VALUE (CTM 301)
SE – SAND EQUIVALENT (CTM 217)
TXCU – CONSOLIDATED UNDRAINED TRIAXIAL (ASTM D4767)
TXUU – UNCONSOLIDATED UNDRAINED TRIAXIAL (ASTM D2850)
UC – UNCONFINED COMPRESSIVE STRENGTH (ASTM D2166)

BEDDING SPACING DESCRIPTIONS

THICKNESS/SPACING	DESCRIPTOR
GREATER THAN 10 FEET	MASSIVE
3 TO 10 FEET	VERY THICKLY BEDDED
1 TO 3 FEET	THICKLY BEDDED
3 ⅝-INCH TO 1 FOOT	MODERATELY BEDDED
1 ⅛-INCH TO 3 ⅝-INCH	THINLY BEDDED
⅜-INCH TO 1 ⅛-INCH	VERY THINLY BEDDED
LESS THAN ⅜-INCH	LAMINATED

STRUCTURE DESCRIPTIONS

CRITERIA	DESCRIPTION
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS AT LEAST ¼-INCH THICK	STRATIFIED
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS LESS THAN ¼-INCH THICK	LAMINATED
BREAKS ALONG DEFINITE PLANES OF FRACTURE WITH LITTLE RESISTANCE TO FRACTURING	FISSURED
FRACTURE PLANES APPEAR POLISHED OR GLOSSY, SOMETIMES STRIATED	SLICKENSIDED
COHESIVE SOIL THAT CAN BE BROKEN DOWN INTO SMALLER ANGULAR LUMPS WHICH RESIST FURTHER BREAKDOWN	BLOCKY
INCLUSION OF SMALL POCKETS OF DIFFERENT SOIL, SUCH AS SMALL LENSES OF SAND SCATTERED THROUGH A MASS OF CLAY	LENSED
SAME COLOR AND MATERIAL THROUGHOUT	HOMOGENOUS

CEMENTATION/INDURATION DESCRIPTIONS

FIELD TEST	DESCRIPTION
CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE	WEAKLY CEMENTED/INDURATED
CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE	MODERATELY CEMENTED/INDURATED
WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE	STRONGLY CEMENTED/INDURATED

IGNEOUS/METAMORPHIC ROCK STRENGTH DESCRIPTIONS

FIELD TEST	DESCRIPTION
MATERIAL CRUMBLES WITH BARE HAND	WEAK
MATERIAL CRUMBLES UNDER BLOWS FROM GEOLOGY HAMMER	MODERATELY WEAK
½-INCH INDENTATIONS WITH SHARP END FROM GEOLOGY HAMMER	MODERATELY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **ONE** BLOW FROM GEOLOGY HAMMER	STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **COUPLE** BLOWS FROM GEOLOGY HAMMER	VERY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH **MANY** BLOWS FROM GEOLOGY HAMMER	EXTREMELY STRONG

IGNEOUS/METAMORPHIC ROCK WEATHERING DESCRIPTIONS

DEGREE OF DECOMPOSITION	FIELD RECOGNITION	ENGINEERING PROPERTIES
SOIL	DISCOLORED, CHANGED TO SOIL, FABRIC DESTROYED	EASY TO DIG
COMPLETELY WEATHERED	DISCOLORED, CHANGED TO SOIL, FABRIC MAINLY PRESERVED	EXCAVATED BY HAND OR RIPPING (Saprolite)
HIGHLY WEATHERED	DISCOLORED, HIGHLY FRACTURED, FABRIC ALTERED AROUND FRACTURES	EXCAVATED BY HAND OR RIPPING, WITH SLIGHT DIFFICULTY
MODERATELY WEATHERED	DISCOLORED, FRACTURES, INTACT ROCK-NOTICEABLY WEAKER THAN FRESH ROCK	EXCAVATED WITH DIFFICULTY WITHOUT EXPLOSIVES
SLIGHTLY WEATHERED	MAY BE DISCOLORED, SOME FRACTURES, INTACT ROCK-NOT NOTICEABLY WEAKER THAN FRESH ROCK	REQUIRES EXPLOSIVES FOR EXCAVATION, WITH PERMEABLE JOINTS AND FRACTURES
FRESH	NO DISCOLORATION, OR LOSS OF STRENGTH	REQUIRES EXPLOSIVES

IGNEOUS/METAMORPHIC ROCK JOINT/FRACTURE DESCRIPTIONS

FIELD TEST	DESCRIPTION
NO OBSERVED FRACTURES	UNFRACTURED/UNJOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1 TO 3 FOOT INTERVALS	SLIGHTLY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 4-INCH TO 1 FOOT INTERVALS	MODERATELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1-INCH TO 4-INCH INTERVALS WITH SCATTERED FRAGMENTED INTERVALS	INTENSELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT LESS THAN 1-INCH INTERVALS; MOSTLY RECOVERED AS CHIPS AND FRAGMENTS	VERY INTENSELY FRACTURED/JOINTED

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PHONE 916.852.9118 – FAX 916.852.9132

KEY TO LOGS | Figure 4

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B1

ELEV. (MSL.) 4' DATE COMPLETED 11/11/2022

ENG./GEO. Tyler Henderson DRILLER Geo-Ex

EQUIPMENT Track-mounted D50 with 4" Tri-Cone Mud Rotary HAMMER TYPE 140lb | Auto

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
0									
1					**CONCRETE** (18 inches)				
2				CH	**ALLUVIUM** Soft, moist, gray to dark gray, Fat CLAY, few sand				
3									
4									
5									
6	B1-5.5 B1-6				- trace roots/organics	4	67.6	57.7	PI
7					- medium stiff, PP=0.75 tsf				
8			▼						
9									
10					- soft, dark gray, PP=0.5 tsf				
11	B1-10.5 B1-11				- bluish gray	3	78.8	42.7	#200 wash
12									
13									
14									
15					- with silt				
16	B1-15.5 B1-16					26			
17				ML	Very stiff, moist, bluish gray, SILT, trace clay and sand				
18									
19									

Figure 5, Log of Boring, page 1 of 2

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SAMPLE SYMBOLS
- ☐ ... SAMPLING UNSUCCESSFUL
- ▨ ... DISTURBED OR BAG SAMPLE
- ◧ ... STANDARD PENETRATION TEST
- ◥ ... CHUNK SAMPLE
- ■ ... DRIVE SAMPLE (UNDISTURBED)
- ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B1

ELEV. (MSL.) 4' DATE COMPLETED 11/11/2022

ENG./GEO. Tyler Henderson DRILLER Geo-Ex

EQUIPMENT Track-mounted D50 with 4" Tri-Cone Mud Rotary HAMMER TYPE 140lb | Auto

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
20	B1-20			CL	Hard, moist, bluish gray, Lean CLAY with Sand		114.2	17.7	
21	B1-20.5								
22	B1-21					59	117.0	16.1	UC
23									
24									
25	B1-25			SC	Medium dense, moist, bluish gray, Clayey SAND, trace silt		112.3	18.9	
26	B1-25.5								
27	B1-26					46			#200 wash
28									
29									
30				SP	Medium dense, wet, gray, Poorly Graded SAND		97.9	26.2	
31	B1-30.5								
	B1-31					34			#200 wash
					BORING TERMINATED AT 31.5 FEET BACKFILLED WITH NEAT CEMENT GROUT & SOIL CUTTINGS CAPPED WITH RAPID SET CONCRETE				

Figure 5, Log of Boring, page 2 of 2

GEOCON

SAMPLE SYMBOLS

☐ ... SAMPLING UNSUCCESSFUL ◧ ... STANDARD PENETRATION TEST ■ ... DRIVE SAMPLE (UNDISTURBED)

⊠ ... DISTURBED OR BAG SAMPLE ◪ ... CHUNK SAMPLE ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B2

ELEV. (MSL.) 4' DATE COMPLETED 11/10/2022

ENG./GEO. Tyler Henderson DRILLER Geo-Ex

EQUIPMENT Track-mounted D50 with 4" Tri-Cone Mud Rotary HAMMER TYPE 140lb | Auto

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
0					**CONCRETE** (30 inches)				
1									
2									
3				CL	**ALLUVIUM** Medium dense, moist, dark brownish gray, Clayey SAND				
4									
5	B2-5								PI, #200 wash
6						11			
7									
8			▼	CH	Stiff, wet, dark gray, Fat CLAY				
9									
10									
11	B2-11				- very soft, PP=0 tsf	3	59.8	69.7	
12									
13									
14									
15									
16	B2-16				- PP=0.25 tsf	2	50.3	84.7	
17									
18									
19				CL	Stiff, moist, dark gray, Sandy lean CLAY				

Figure 6, Log of Boring, page 1 of 2

GEOCON

SAMPLE SYMBOLS

☐ ... SAMPLING UNSUCCESSFUL ◧ ... STANDARD PENETRATION TEST ■ ... DRIVE SAMPLE (UNDISTURBED)

⊠ ... DISTURBED OR BAG SAMPLE ◪ ... CHUNK SAMPLE ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B2

ELEV. (MSL.) 4' DATE COMPLETED 11/10/2022

ENG./GEO. Tyler Henderson DRILLER Geo-Ex

EQUIPMENT Track-mounted D50 with 4" Tri-Cone Mud Rotary HAMMER TYPE 140lb | Auto

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
20	B2-20				- medium stiff				
21	B2-20.5								
22	B2-21				- bluish gray - very stiff, PP=3.25 tsf	12	98.0	26.0	UC
23									
24									
25									
26	B2-25.5 B2-26				- bluish gray with brown, with sand and silt - increase in silt content	25	76.4	45.2	
27									
28									
29									
30	B2-30.5			SP-SM	Medium dense, moist, bluish gray, Poorly Graded SAND with silt		100.2	25.0	
31	B2-31					34			#200 wash
					BORING TERMINATED AT 31.5 FEET BACKFILLED WITH NEAT CEMENT GROUT & SOIL CUTTINGS CAPPED WITH RAPID SET CONCRETE				

Figure 6, Log of Boring, page 2 of 2

IN PROGRESS S2477-05-01 LOWER BEACH LAKE.GPJ 01/30/23

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SAMPLE SYMBOLS

- ☐ ... SAMPLING UNSUCCESSFUL
- ⊠ ... DISTURBED OR BAG SAMPLE
- ◧ ... STANDARD PENETRATION TEST
- ◥ ... CHUNK SAMPLE
- ■ ... DRIVE SAMPLE (UNDISTURBED)
- ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B3

ELEV. (MSL.) **4'** DATE COMPLETED **11/10/2022**

ENG./GEO. **Tyler Henderson** DRILLER **Geo-Ex**

EQUIPMENT **Track-mounted D50 with 4" Tri-Cone Mud Rotary** HAMMER TYPE **140lb | Auto**

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
0					**CONCRETE** (24 inches)				
1									
2					**RIP-RAP ROCKS / CONCRETE RUBBLE**				
3									
4									
5									
6						19			
7				CH	**ALLUVIUM** Very soft, moist, dark gray, Fat CLAY				
8			▼						
9									
10									
11	B3-10.5 B3-11					2	62.2	63.7	PI, #200 wash
12									
13									
14									
15					- soft, with trace sand, PP=0.5 tsf				
16	B3-15.5 B3-16					4	47.0	94.7	
17									
18									
19									

Figure 7, Log of Boring, page 1 of 2

IN PROGRESS S2477-05-01 LOWER BEACH LAKE.GPJ 01/30/23

GEOCON

SAMPLE SYMBOLS

☐ ... SAMPLING UNSUCCESSFUL ◧ ... STANDARD PENETRATION TEST ■ ... DRIVE SAMPLE (UNDISTURBED)

⊠ ... DISTURBED OR BAG SAMPLE ◪ ... CHUNK SAMPLE ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

PROJECT NO. **S2477-05-01** PROJECT NAME **Lower Beach Lake**

BORING B3

ELEV. (MSL.) **4'** DATE COMPLETED **11/10/2022**

ENG./GEO. **Tyler Henderson** DRILLER **Geo-Ex**

EQUIPMENT **Track-mounted D50 with 4" Tri-Cone Mud Rotary** HAMMER TYPE **140lb | Auto**

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	MATERIAL DESCRIPTION	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
20	B3-20								
	B3-20.5				- very soft, PP=0.25 tsf		46.1	97.8	
21	B3-21					1			
22									
23									
24									
25	B3-25								
	B3-25.5						54.6	76.9	
26	B3-26					0			
27									
28									
29									
30					- very stiff, bluish gray				
	B3-30.5				- PP=3.5 tsf				
31	B3-31					25	109.2	21.3	
					BORING TERMINATED AT 31.5 FEET BACKFILLED WITH NEAT CEMENT GROUT & SOIL CUTTINGS CAPPED WITH RAPID SET CONCRETE				

Figure 7, Log of Boring, page 2 of 2

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SAMPLE SYMBOLS

☐ ... SAMPLING UNSUCCESSFUL ◧ ... STANDARD PENETRATION TEST ■ ... DRIVE SAMPLE (UNDISTURBED)

⊠ ... DISTURBED OR BAG SAMPLE ◪ ... CHUNK SAMPLE ▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

Sample ID	Depth (feet)	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Water Content (%)	Dry Density (pcf)
B1-5.5	5.5				---		57.7	67.6
B1-6	6	66	26	40	---	91.8		
B1-11	11				---		42.7	78.8
B1-20.5	20.5				---		17.7	114.2
B1-21	21				---		16.1	117.0
B1-25.5	25.5				---		18.9	112.3
B1-26	26				---	40.8		
B1-30.5	30.5				---		26.2	97.9
B1-31	31				---	8.4		
B2-5	5	57	29	28	---	21.1		
B2-11	11				---		69.7	59.8
B2-16	16				---		84.7	50.3
B2-21	21				---		26.0	98.0
B2-25.5	25.5				---		45.2	76.4
B2-30.5	30.5				---		25.0	100.2
B2-31	31				---	7.5		
B3-10.5	10.5				---		63.7	62.2
B3-11	11	93	38	55	---	97.6		
B3-16	16				---		94.7	47.0
B3-20.5	20.5				---		97.8	46.1
B3-25.5	25.5				---		76.9	54.6
B3-31	31				---		21.3	109.2

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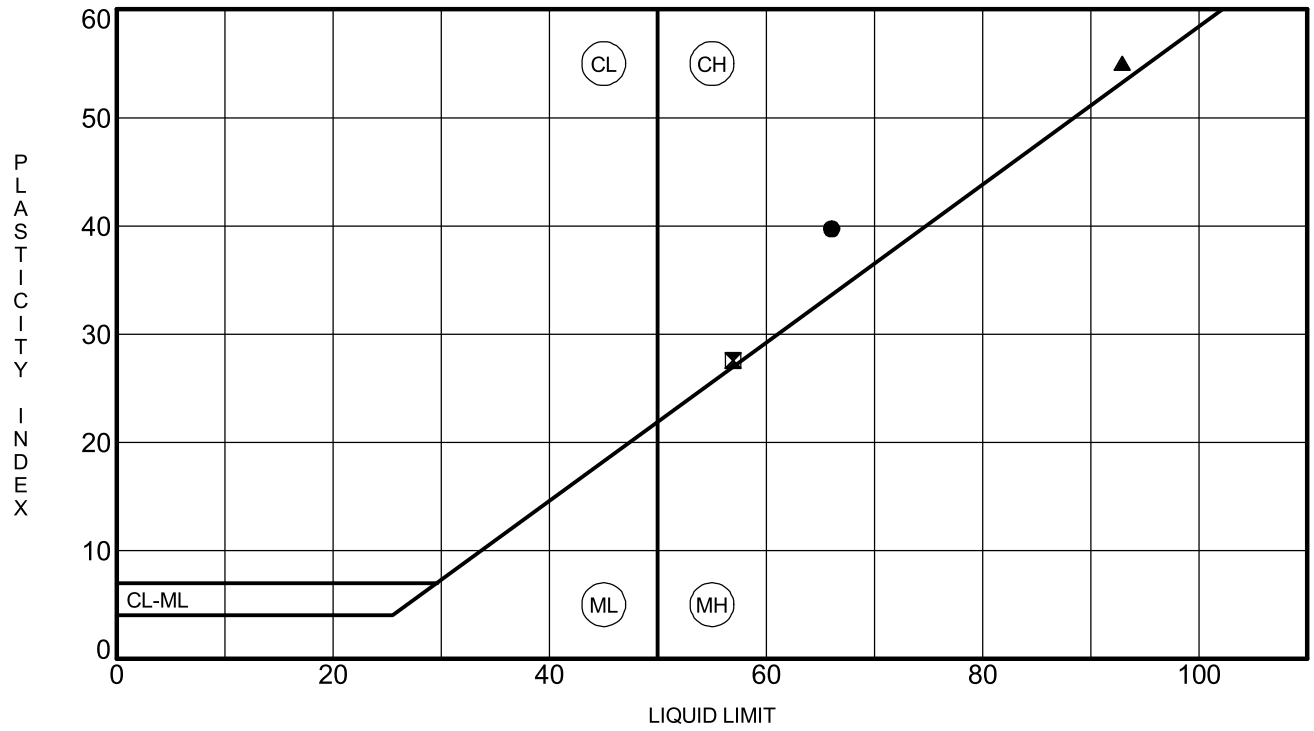
Summary of Laboratory Results

Project: Lower Beach Lake
Location: Sacramento, California
Number: S2477-05-01
Figure: 8

US LAB SUMMARY GEOTECH 2 S2477-05-01 LOWER BEACH LAKE.GPJ US_LAB.GDT 12/28/22



	Sample No.	Liquid Limit	Plastic Limit	Plasticity Index	% Pass #200 Sieve	Unified Soil Classification Description	Preparation Method
●	**B1-6**	**66**	**26**	**40**	**91.8**	**FAT CLAY(CH)**	**dry**
⊠	**B2-5**	**57**	**29**	**28**	**21.1**	**CLAYEY SAND(SC)**	**dry**
▲	**B3-11**	**93**	**38**	**55**	**97.6**	**FAT CLAY(CH)**	**dry**

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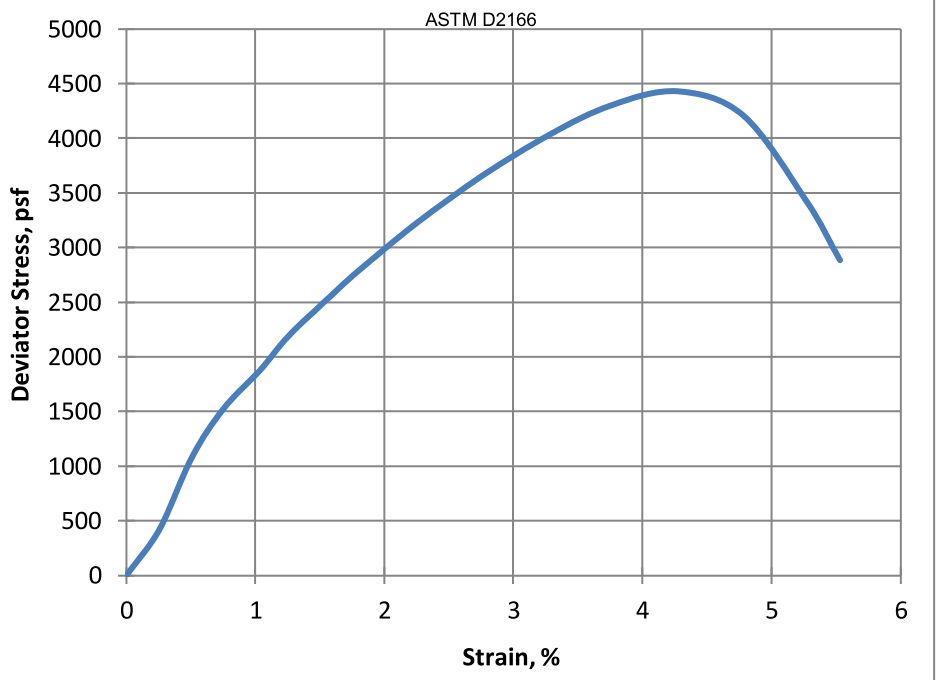
ATTERBERG LIMITS (ASTM D4318)

Project: Lower Beach Lake
Location: Sacramento, California
Number: S2477-05-01
Figure: 9

PI COPY 2 S2477-05-01 LOWER BEACH LAKE.GPJ US_LAB.GDT 12/28/22



Failure Photo

Sample Description	
Sample ID	B1-21
Sample Depth (feet)	21.00
Material Description	Dark Gray Sandy lean CLAY
Initial Conditions at Start of Test	
Height (inch) average of 3	4.85
Diameter (inch) average of 3	2.41
Moisture Content (%)	16.1
Dry Density (pcf)	117.0
Estimated Specific Gravity	2.7
Saturation (%)	98.6
Shear Test Conditions	
Strain Rate (%/min)	0.9948
Major Principal Stress at Failure (psf)	4430
Strain at Failure (%)	4.3
Test Results	
Unconfined Compressive Strength (tons/ft^2)	2.2
Unconfined Compressive Strength (lbs/ft^2)	4432
Unconfined Compressive Strength (psi)	31
Shear Strength (tons/ft^2)	1.1
Shear Strength (lbs/ft^2)	2216

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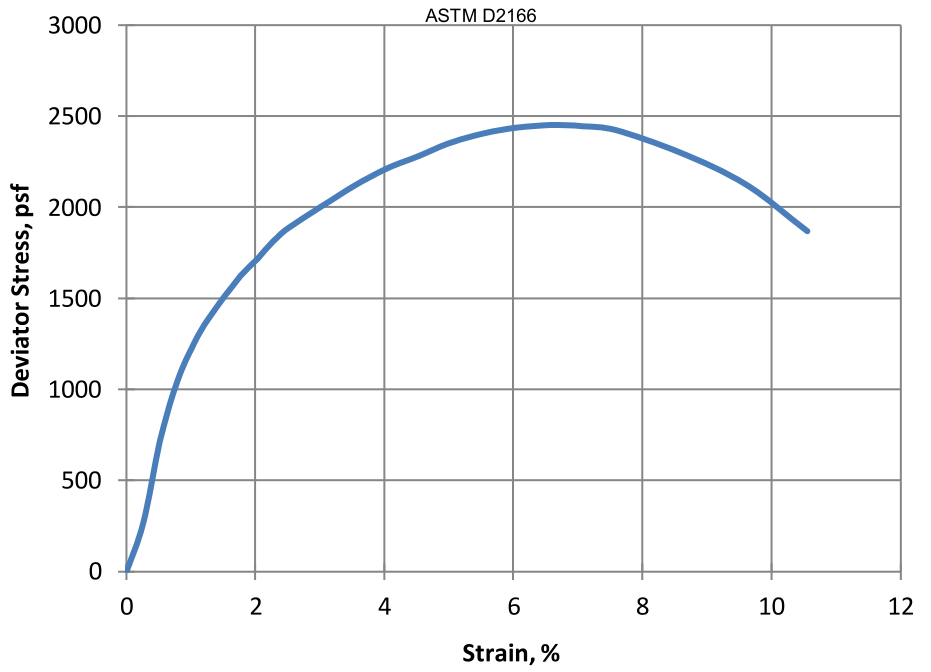
Unconfined Compressive Strength (ASTM D2166)

Project: Lower Beach Lake
Location: Sacramento, CA
Number: S2477-05-01
Figure: 10



Failure Photo

Sample Description	
Sample ID	B2-21
Sample Depth (feet)	21.00
Material Description	Very Dark Gray Sandy lean CLAY
Initial Conditions at Start of Test	
Height (inch) average of 3	4.85
Diameter (inch) average of 3	2.41
Moisture Content (%)	26.0
Dry Density (pcf)	98.0
Estimated Specific Gravity	2.7
Saturation (%)	97.5
Shear Test Conditions	
Strain Rate (%/min)	0.9991
Major Principal Stress at Failure (psf)	2450
Strain at Failure (%)	6.6
Test Results	
Unconfined Compressive Strength (tons/ft^2)	1.2
Unconfined Compressive Strength (lbs/ft^2)	2452
Unconfined Compressive Strength (psi)	17
Shear Strength (tons/ft^2)	0.6
Shear Strength (lbs/ft^2)	1226

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Unconfined Compressive Strength (ASTM D2166)

Project: Lower Beach Lake
Location: Sacramento, CA
Number: S2477-05-01
Figure: 11

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PHONE 916.852.9118 – FAX 916.852.9132

Hydraulic Conductivity
(ASTM D5084)

Project Name:	Lower Beach Lake		
Project Number:	S2477-05-01	Cell Pressure (psi)	42
Beginning Test Date:	12/20/2022	In Pressure (psi)	40
Ending Test Date:	12/23/2022	Out Pressure (psi)	40
Sample ID:	B3-16	Burette area (cm^2)	0.872
Sample Description:	D. Greenish gray Lean CLAY	Burette Correction (cm/ml)	1.147
Estimated Specific Gravity:	2.78		

	1	2	3	AVG (inches)	AVG (cm)
Initial Height (in.)	1.950	1.949	1.950	1.95	4.95
Final Height (in.)	1.940	1.945	1.933	1.94	4.93
Initial Diameter (in.)	2.400	2.380	2.398	2.39	6.08
Final Diameter (in.)	2.391	2.391	2.400	2.39	6.08
Initial Area				4.50	29.01
Initial Volume (ft^3)	0.00507	Final Volume (ft^3)		0.00505	
Initial Volume (cm^3)	143.7	Final Volume (cm^3)		143.1	

	Weight (grams)	Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Void Ratio	Saturation (%)
Initial	258.76	**42.7**	112.4	**78.8**	1.202	98.8
Final	258.85	42.8	113.0	79.1	1.193	99.7
Dry	181.29					

Beginning Date & Time	End Date & Time	Elapsed Time (sec.)	Burette Out (ml)	Burette In (ml)	Pressure Head (cm)	Gradient	Outflow (ml)	Inflow (ml)	Inflow Outflow Ratio	H1 (cm)	H2 (cm)	Permeability (cm/s)
12/21/22 3:57 PM			23.90	1.10	-	5.3				26.2		
	12/22/22 9:13 AM	62,160	21.30	3.80	-	4.1	2.6	2.7	1.0		20.1	3.17E-07
12/22/22 9:13 AM		62,160	21.30	3.80	-	4.1				20.1		
	12/22/22 3:33 PM	22,800	20.55	4.65	-	3.7	0.8	0.9	1.1		18.2	3.13E-07
12/22/22 3:33 PM		84,960	20.55	4.65	-	3.7				18.2		
	12/23/22 8:51 AM	62,280	18.80	6.45	-	2.9	1.8	1.8	1.0		14.2	3.02E-07
12/23/22 8:51 AM		147,240	18.80	6.45	-	2.9				14.2		
	12/23/22 11:08 AM	8,220	18.60	6.65	-	2.8	0.2	0.2	1.0		13.7	2.98E-07
		155,460										

Average Permeability (cm/s): **3.07E-07**
Average Permeability @ 20°C (in/hr): **4.38E-04**
Permeability @ 20°C (cm/s): 3.09E-07

Notes: Insitu Soil Sample
Average temperature during test = 19.825
Tap water utlized as permeant

Tested By: M. Repking Calculated By: MR Reviewed By: MR

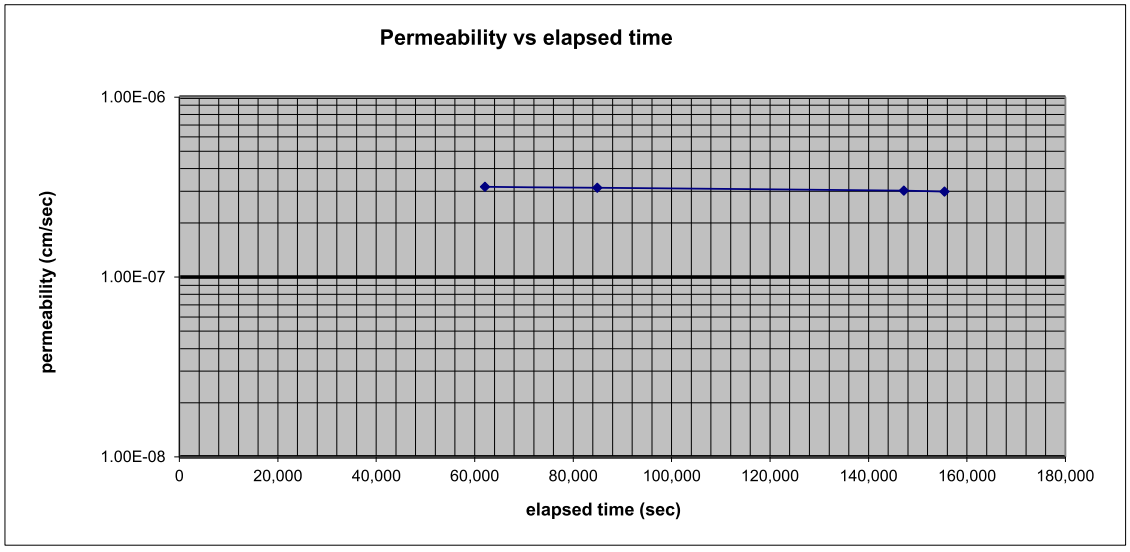

Figure 12

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Hydraulic Conductivity
(ASTM D5084)

Project Name:	Lower Beach Lake		
Project Number:	S2477-05-01	Cell Pressure (psi)	42
Beginning Test Date:	12/20/2022	In Pressure (psi)	40
Ending Test Date:	12/23/2022	Out Pressure (psi)	40
Sample ID:	B3-16	Burette area (cm^2)	0.872
Sample Description:	Black organic CLAY	Burette Correction (cm/ml)	1.147
Estimated Specific Gravity:	2.72		

	1	2	3	AVG (inches)	AVG (cm)
Initial Height (in.)	1.955	1.957	1.955	1.96	4.97
Final Height (in.)	1.960	1.951	1.956	1.96	4.97
Initial Diameter (in.)	2.385	2.383	2.371	2.38	6.04
Final Diameter (in.)	2.362	2.377	2.366	2.37	6.02
Initial Area				4.45	28.69
Initial Volume (ft^3)	0.00503	Final Volume (ft^3)		0.00499	
Initial Volume (cm^3)	142.5	Final Volume (cm^3)		141.2	

	Weight (grams)	Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Void Ratio	Saturation (%)
Initial	209.1	**94.7**	91.6	**47.0**	2.609	98.8
Final	208.96	94.6	92.4	47.5	2.575	99.9
Dry	107.38					

Beginning Date & Time	End Date & Time	Elapsed Time (sec.)	Burette Out (ml)	Burette In (ml)	Pressure Head (cm)	Gradient	Outflow (ml)	Inflow (ml)	Inflow Outflow Ratio	H1 (cm)	H2 (cm)	Permeability (cm/s)
12/21/22 3:59 PM			24.00	1.30	-	5.2				26.0		
	12/22/22 9:12 AM	61,980	22.80	2.40	-	4.7	1.2	1.1	0.9		23.4	1.30E-07
12/22/22 9:12 AM		61,980	22.80	2.40	-	4.7				23.4		
	12/22/22 3:32 PM	22,800	22.40	2.80	-	4.5	0.4	0.4	1.0		22.5	1.32E-07
12/22/22 3:32 PM		84,780	22.40	2.80	-	4.5				22.5		
	12/23/22 8:21 AM	60,540	21.50	3.80	-	4.1	0.9	1.0	1.1		20.3	1.27E-07
12/23/22 8:21 AM		145,320	21.50	3.80	-	4.1				20.3		
	12/23/22 11:03 AM	9,720	21.35	3.95	-	4.0	0.1	0.2	1.0		20.0	1.33E-07
		155,040										

Average Permeability (cm/s): **1.31E-07**
Average Permeability @ 20°C (in/hr): **1.86E-04**
Permeability @ 20°C (cm/s): 1.31E-07

Notes: Insitu Soil Sample
Average temperature during test = 19.825
Tap water utlized as permeant

Tested By: M. Repking Calculated By: MR Reviewed By: MR

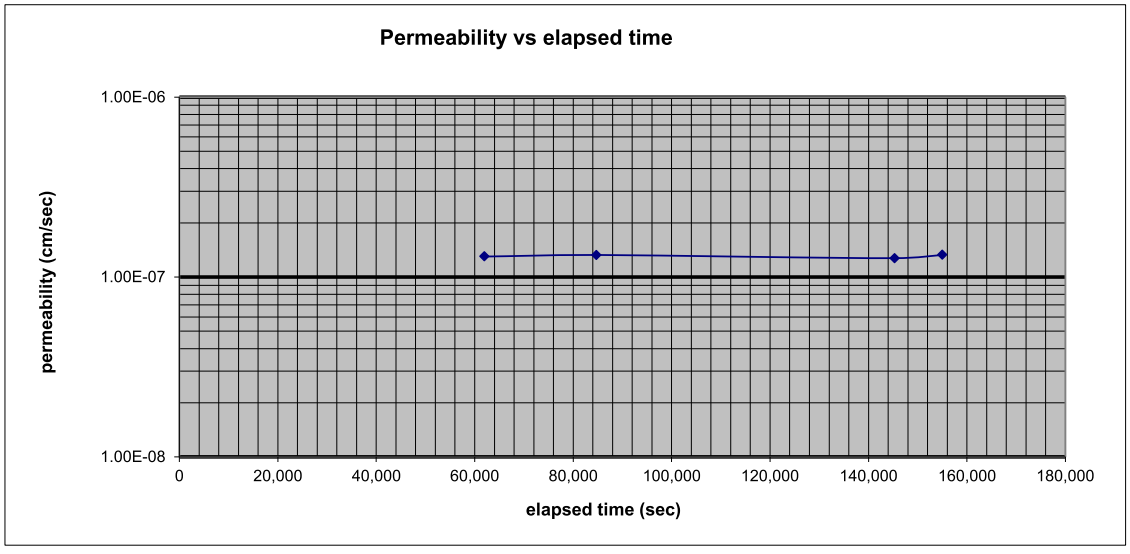

Figure 13

Photo No. 1 View of existing embankment, looking west.

Photo No. 2 View of exisitng embankment, looking east.

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PHOTOS NO. 1 & 2

Lower Beach Lake

Sacramento,
California

GEOCON Project No. S2477-05-01 | May 2023

Photo No. 3 Typical Rip-rap/concrete rubble in berm.

Photo No. 4 Seepage discharge through embankment into Morrison Creek.

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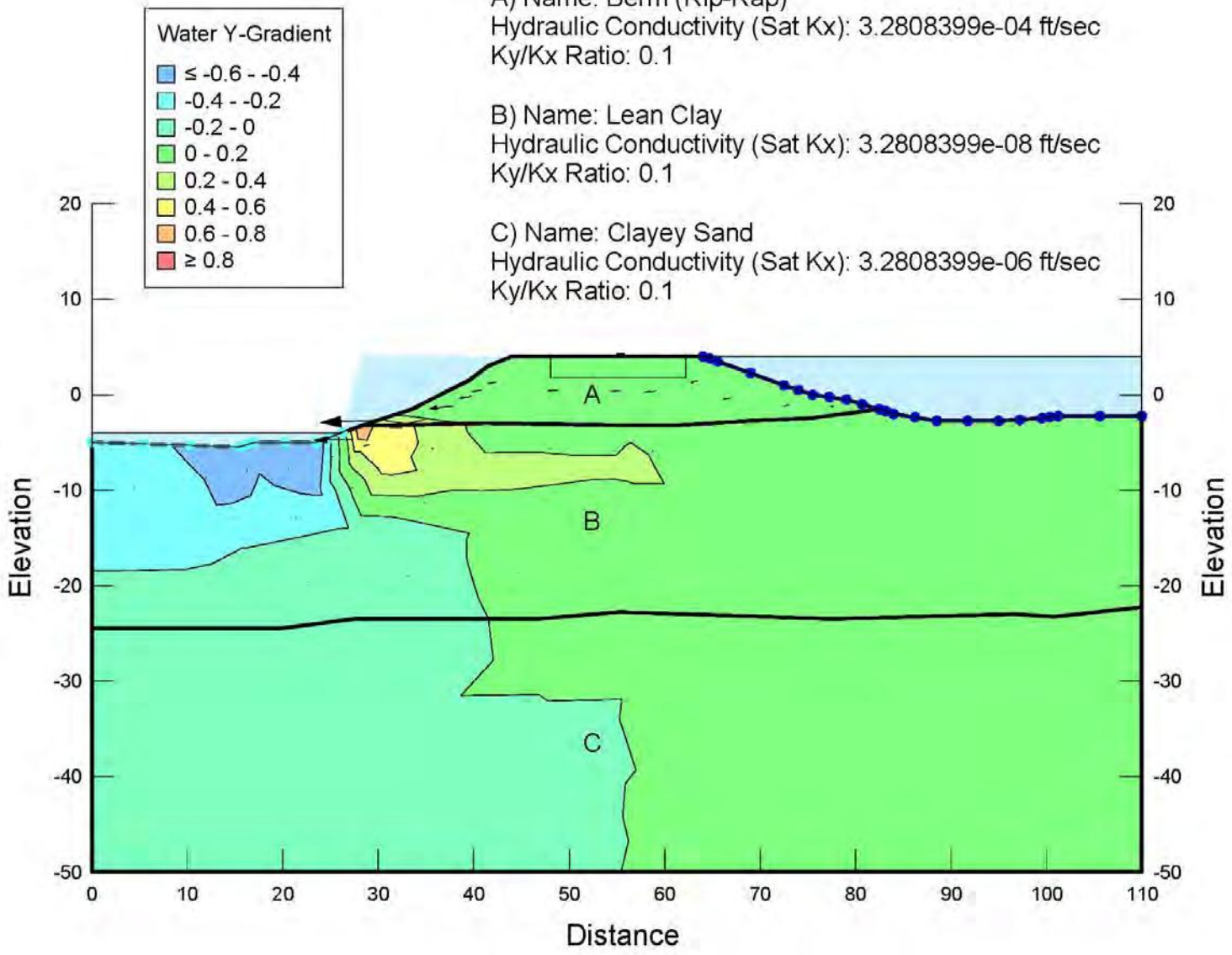
PHOTOS NO. 3 & 4

Lower Beach Lake

Sacramento, California

GEOCON Project No. S2477-05-01 | May 2023

APPENDIX A



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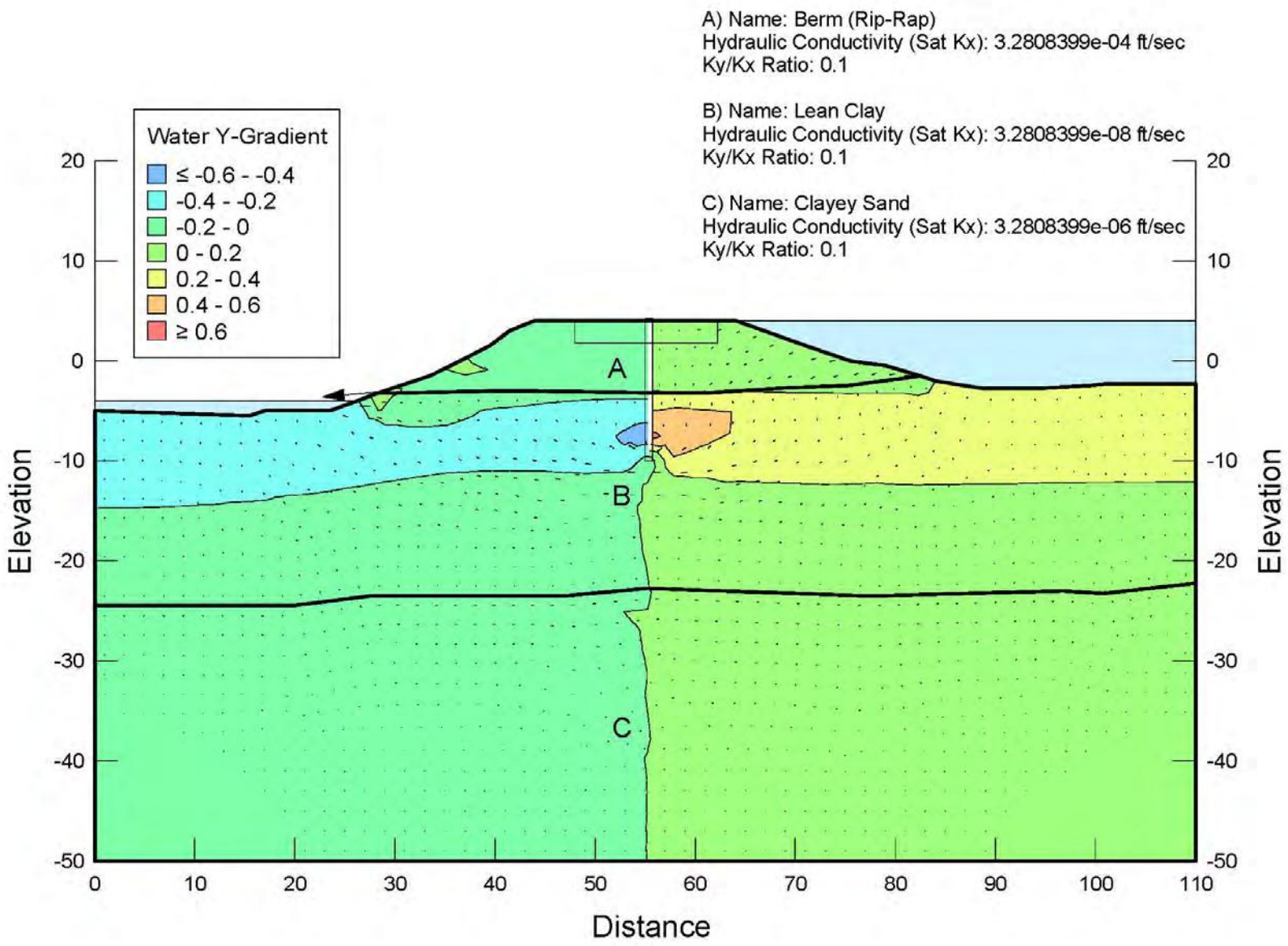
SEEPAGE ANALYSIS

Lower Beach Lake

Sacramento County, California

S2477-05-01	January 2023	Figure A1



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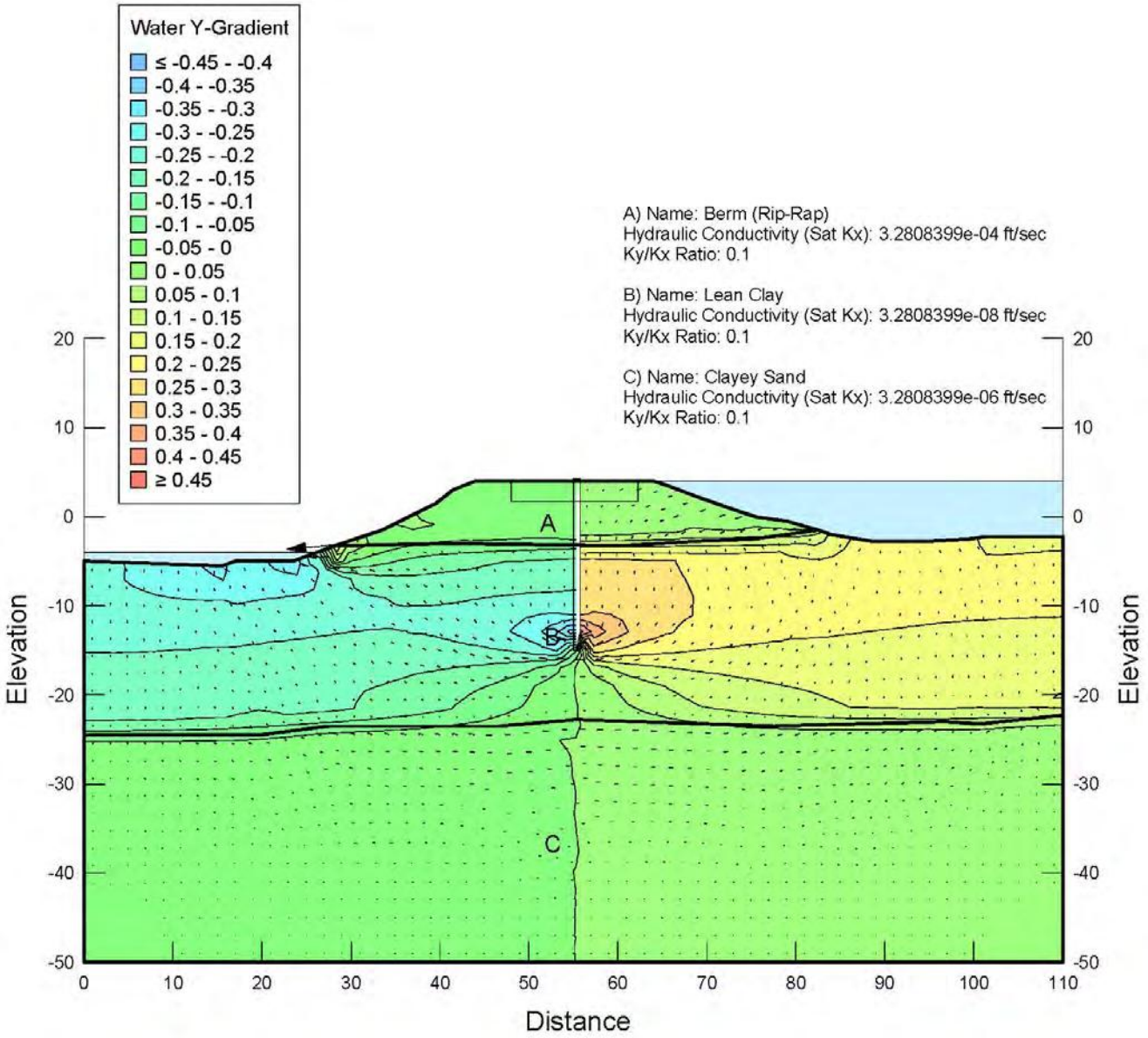
SEEPAGE ANALYSIS

Lower Beach Lake

Sacramento County, California

S2477-05-01	January 2023	Figure A2



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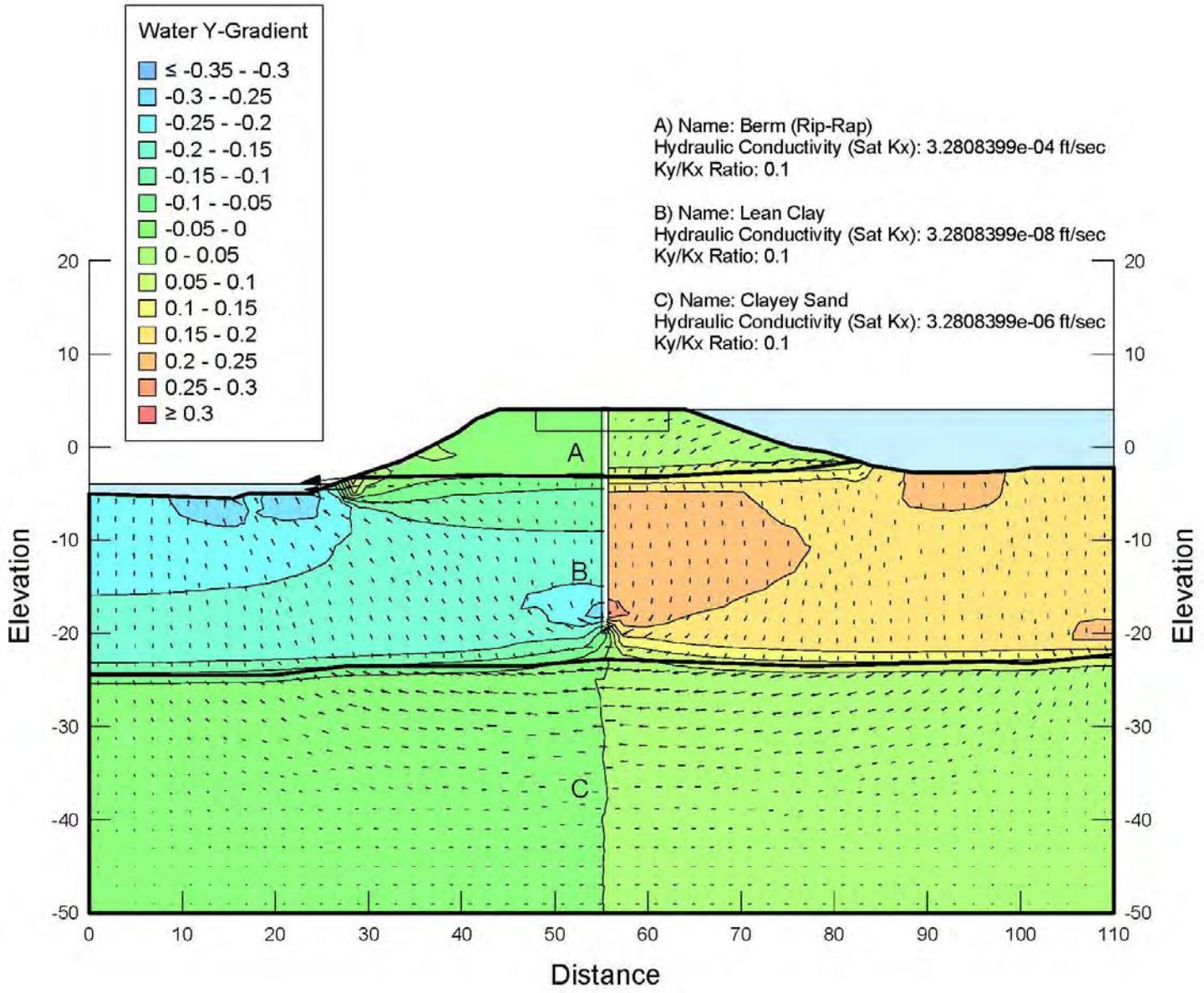
PHONE 916.852.9118 – FAX 916.852.9132

SEEPAGE ANALYSIS

Lower Beach Lake

Sacramento County, California

S2477-05-01	January 2023	Figure A3



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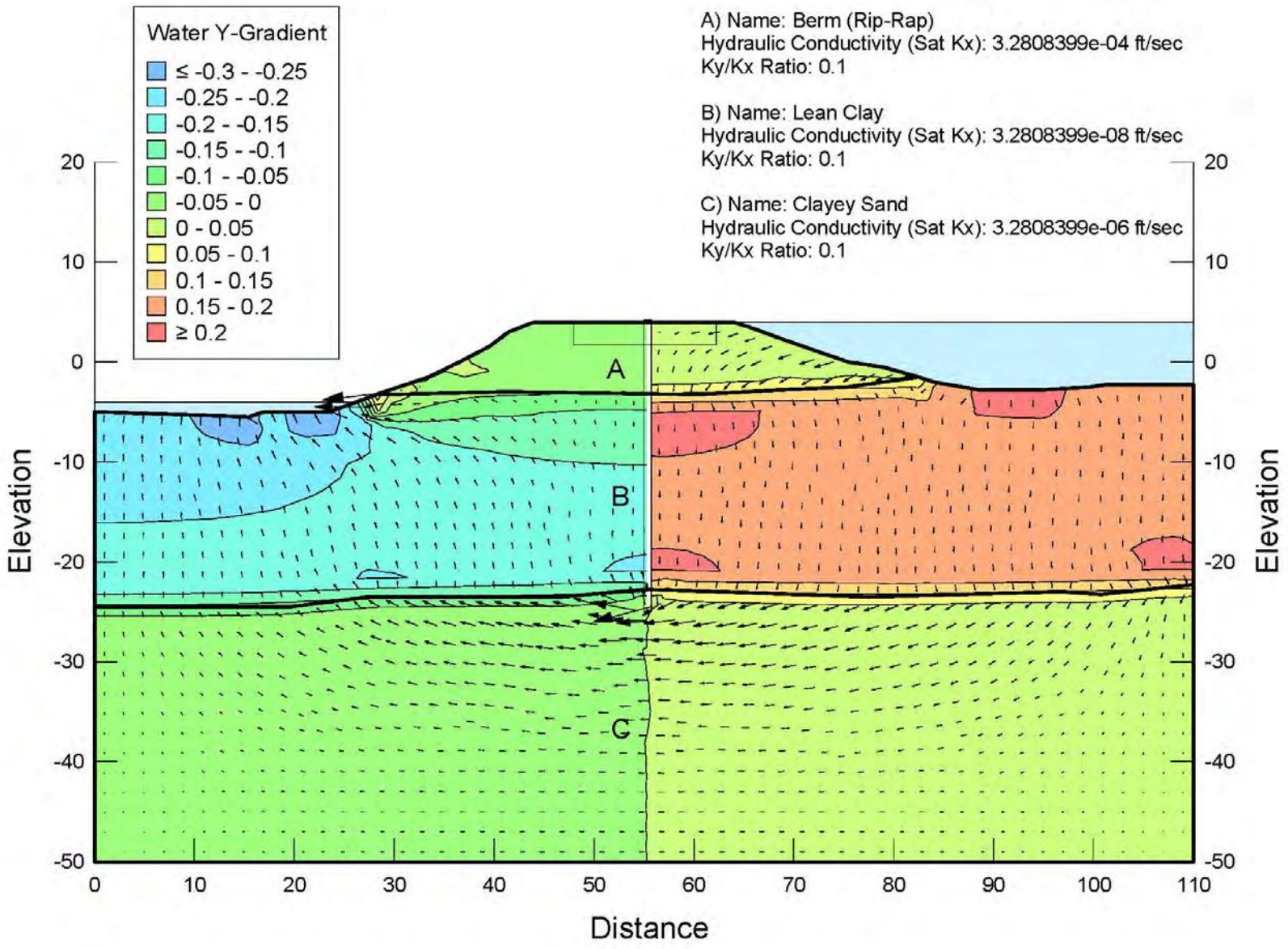
SEEPAGE ANALYSIS

Lower Beach Lake

Sacramento County, California

S2477-05-01	January 2023	Figure A4



GEOCON
CONSULTANTS, INC.
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SEEPAGE ANALYSIS

Lower Beach Lake

Sacramento County, California

S2477-05-01	January 2023	Figure A5

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Reg. Meas. ID:	459675
Place ID:	898604
WDID No.:	5A34CR00911
USACE No.:	SPK-2025-00074 NWP 33,43

Effective Date: 7 March 2025

Expiration Date: 6 March 2030

Program Type: Fill/Excavation

Project Type: Outfall Structures

Project: Beach Lake Berm Repair Project (Project)

Applicant: City of Sacramento

Applicant Contact: Raymond Kong
City of Sacramento
1395 35th Ave.
Sacramento, CA 95822
Phone: (916) 808-1435
Email: rkong@cityofsacramento.org

Applicant's Agent: Scott Gressard
Ascent Inc.
1230 Columbia Street, Suite 440
Phone: (619) 219-8000
Email: Scott.Gressard@ascent.inc

Water Board Staff: Sara Gevorgyan
Environmental Scientist
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
Phone: (916) 464-4710
Email: Sara.Gevorgyan@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Raymond Kong (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 13 January 2025. The application was deemed complete on 14 February 2025.

II. Public Notice

The Regional Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 17 January 2025 to 7 February 2025. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the project is to repair and restore proper function and stability to the existing berm in-place across Morrison Creek that forms Lower Beach Lake. The current berm is experiencing significant seepage from Beach Lake into Morrison Creek and is not functioning properly, resulting in pump station failures and increased flood risk upstream and downstream of the berm.

IV. Project Description

The project includes removal of concrete, rip rap, and soil from the center of the berm to reach the abandoned irrigation culvert pipe where the leak occurs and to expose the entire center of the berm. Portions of the existing culvert pipe and sealing remaining segments will be removed. Sheet piles will be installed along the entire width of the berm (approximately 339 feet) to a depth of 19 to 21 feet below the elevation of the crown of the berm using an impact pile driver to reduce seepage potential along the entire berm. Once the sheet pile wall is installed, the berm crown will be reconstructed. The excavated section of the berm will be backfilled with Controlled Low Strength Material (CLSM) followed by berm material placed in 4-6 inch layers and compacted. Removed/disturbed portions of the berm will be reconstructed with compacted soil. An approximately 9-inch deep concrete surfaced weir will be installed in a portion of the top of the berm to prevent erosion. A temporary coffer dam will be installed to dewater south side of the berm. Rip rap removed during the repair will be re-installed with imported rock along the slopes of the repaired berm below the OWHM to promote long term stability (if water levels in Lower Beach Lake require).

V. Project Location

Address: Earthen berm located east of 8685 River Rd. in Sacramento, between Morrison Creek and Lower Beach Lake.

County: Sacramento

Nearest City: Sacramento

Section 25, Township 7 N, Range 4 E, MDB&M.

Latitude: 38°26'14.13" and Longitude: -121°29'49.31"

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the State Water Resources Control Board's Plans and Policies Web page (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project fill/excavation quantities for all impacts are summarized in Table 1.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts[1]

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Wetland	0.15	188	43

VIII. Description of Indirect Impacts to Waters of the State

The Central Valley Water Board recognizes the potential for indirect impacts to waters of the state associated with the Project. Development of the project has the

[1] Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

potential to modify suspended particulate distribution and turbidity in downstream systems during project construction that could affect the chemical processes of the system. During proposed construction of the project, the greatest risk of sediment and other material deliveries to these downstream features would be from excavation and runoff from unprotected surfaces, particularly during any rain events. This potential indirect impact would be minimized through construction-phase erosion and sediment control measures that would be incorporated into the project's SWPPP, which would be required to be developed by avoidance measures that would be included as part of the conditions of approval for the project. The potential indirect impact during rain events would be further reduced by the short duration of the project (i.e., approximately one month) and the planned schedule of all ground disturbance work occurring prior to October 1st. Weather tracking procedures would also be implemented to ensure that all construction areas were prepared and contained ahead of forecasted rain events in order to prevent sedimentation

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

- With implementation of appropriate BMPs, flow velocity, and sedimentation controls designed for the project, proposed construction is not likely to cause substantial erosion or siltation that will result in negative impacts to the chemical processes within the aquatic ecosystem on site or off site. Additionally, the project will provide a net benefit to these functions following project construction compared to the existing condition by restoring proper functioning of the berm and prevention of ongoing seepage).

- The project has been sited to minimize impacts to habitat connectivity and wildlife movement by limiting impacts to the existing berm extents with additional temporary dewatering associated with coffer dam installation (based on water levels at time of construction). The access route for the project overlaps with an existing developed roadway and exclusionary fencing would be installed on the roadway where it is adjacent (i.e., within 200 feet) of aquatic resources with potential to support listed species (e.g., giant garter snake). Therefore, the project is not likely to have substantial indirect impacts on water quality or on biological processes of the aquatic ecosystem off site or on site.

The Project will add 1,200 square feet of new impervious surfaces. Impervious surfaces cause reduced base flows through decreased groundwater recharge; increased erosion and sedimentation via hydro-modification (i.e., any activity that increases the velocity and volume (flow rate) affecting residence time, and alters the natural timing of runoff); and accumulation of pollutants that are subsequently discharged in storm water after construction.

X. Compensatory Mitigation

No compensatory mitigation is required for permanent impacts because all impacts are temporary in nature. No permanent impacts to water quality or resources will occur as a result of Project activities.

XI. California Environmental Quality Act (CEQA)

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15301 Existing Facilities. Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees

A. An application fee of $5,632.00 was received on 9 January 2025. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

B. Annual Fees: This Certification is subject to annual billing based on the fee schedule in effect at the time of billing. Annual billing will continue until the Project, including monitoring, is complete and the Water Board receives an acceptable request for a Notice of Project Complete Letter (see Attachment D). Invoices are usually sent out at the end of each calendar year. [2]

To stop annual billing, the Permittee must request a Notice of Project Complete Letter from the Water Board. Water Board staff will verify if the conditions of the Certification are met and may conduct a site visit to confirm compliance.

[2] Annual invoices are issued for projects active for any amount of time in the current fiscal year (1 July – 30 June).

For more information on fees, visit the State Water Board's Water Quality Fees website (https://www.waterboards.ca.gov/resources/fees/water_quality/), under Water Quality Certification (WQC) Program Fees.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to the environment and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project.Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

a. **Monthly Reporting:** The Permittee must submit a Monthly Report to the Central Valley Water Board on the 1st day of each month beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

b. **Annual Reporting- Not Applicable**

2. Project Status Notifications

a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES

General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).

b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.

c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. **Conditional Notifications and Reports:**

The following notifications and reports are required as appropriate.

a. **Accidental Discharges of Hazardous Materials[3]:**

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency

[3] "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

measures then:

- first call – 911 (to notify local response agency)
- then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
- Lastly, follow the required OES, procedures as set forth in the Office of Emergency Services' Accidental Discharge Notification Web page (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).

ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.

iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.

ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board

staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

a. when performing any in-water work;

b. during the entire duration of temporary surface water diversions;

c. in the event that the Project activities result in any materials reaching surface waters; or

d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b. 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.

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 permission of the Central Valley Water Board Executive Officer.

For Delta waters, the general objectives for turbidity apply subject to the following: except for periods of storm runoff, the turbidity of Delta waters shall not exceed 50 NTUs in the waters of the Central Delta and 150 NTUs in other Delta waters.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 2 sampling

parameters.[4] The sampling requirements in Table 2 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee 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 Order 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 in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, “No sampling was required” within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants[5]	Observations	Visual Inspections	Continuous throughout the construction period

4. **Post-Construction:**

   Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive

[4] 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, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-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 shall be maintained onsite.

[5] Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to 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 subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem 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. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

6. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.

2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangered Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:

   a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.

   b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.

   c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.

   d. Sample or monitor for the purposes of assuring Order compliance.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.

5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

6. **Lake or Streambed Alteration Agreement**

   The Permittee shall submit a signed copy of the California Department of Fish

and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.

b. For any temporary dam or other artificial obstruction 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 section XIV.C.3.

c. The temporary dam or other artificial obstruction 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.

d. Dewatering may occur within the Project area.

e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.

f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

g. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.

2. Directional Drilling- Not Applicable

3. Dredging- Not Applicable

4. Fugitive Dust

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter

streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. **Good Site Management "Housekeeping"**

   a. The Permittee 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 be made available to the Central Valley Water Board staff upon request.

   b. 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 Permittee 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.

   c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. **Hazardous Materials**

   a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.

   b. No wet concrete will be placed into aquatic resources habitat.

7. **Invasive Species and Soil Borne Pathogens**

   Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall

be cleaned to reduce the spread of noxious weeds.

8. **Post-Construction Storm Water Management- Not Applicable**

9. **Roads**

   a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.

   b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.

   c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.

   d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

   e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

10. **Sediment Control**

    a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

    b. Silt fencing, straw wattles, or other effective management practices must

be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.

c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

11. Special Status Species

The following Special Status Species have been documented to occur near or within the Project area: Northwestern Pond Turtle and Giant garter snake.

12. Stabilization/Erosion Control

a. All areas disturbed by Project activities shall be protected from washout and erosion.

b. Hydroseeding shall be performed with California native seed mix.

13. Storm Water

a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

i. 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.

H. Site Specific- Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities completed within 90 days of authorized impacts.

2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.

3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

4. Total required Project compensatory mitigation information for temporary

impacts is summarized in Table 3. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 3: Required Project Mitigation Quantity for Temporary Impacts by Method

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	Permittee Responsible	Acres		0.15				

K. Compensatory Mitigation for Permanent Impacts- Not Applicable

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on the environment. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a “Certification Deviation” is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential environmental impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Beach Lake Berm Repair Project, WDID #5A34CR00911, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The Central Valley Water Board will file a Notice of Exemption (NOE) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

_____

For Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements
Attachment E: Signatory Requirements
Attachment F: Certification Deviation Procedures
Attachment G: Compliance with Code of Federal Regulations

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Attachment A – Project Maps

Figure 1: Location Map

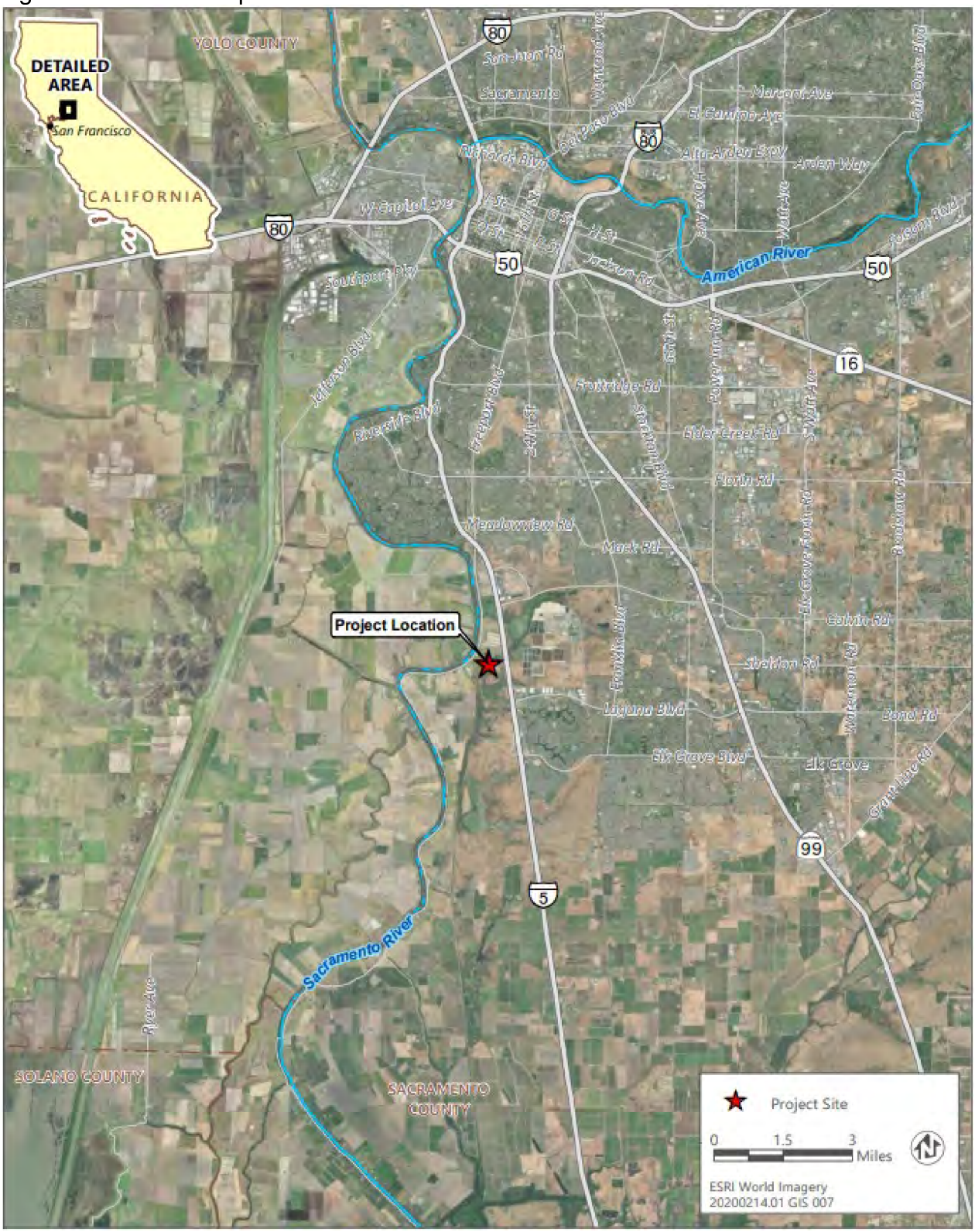
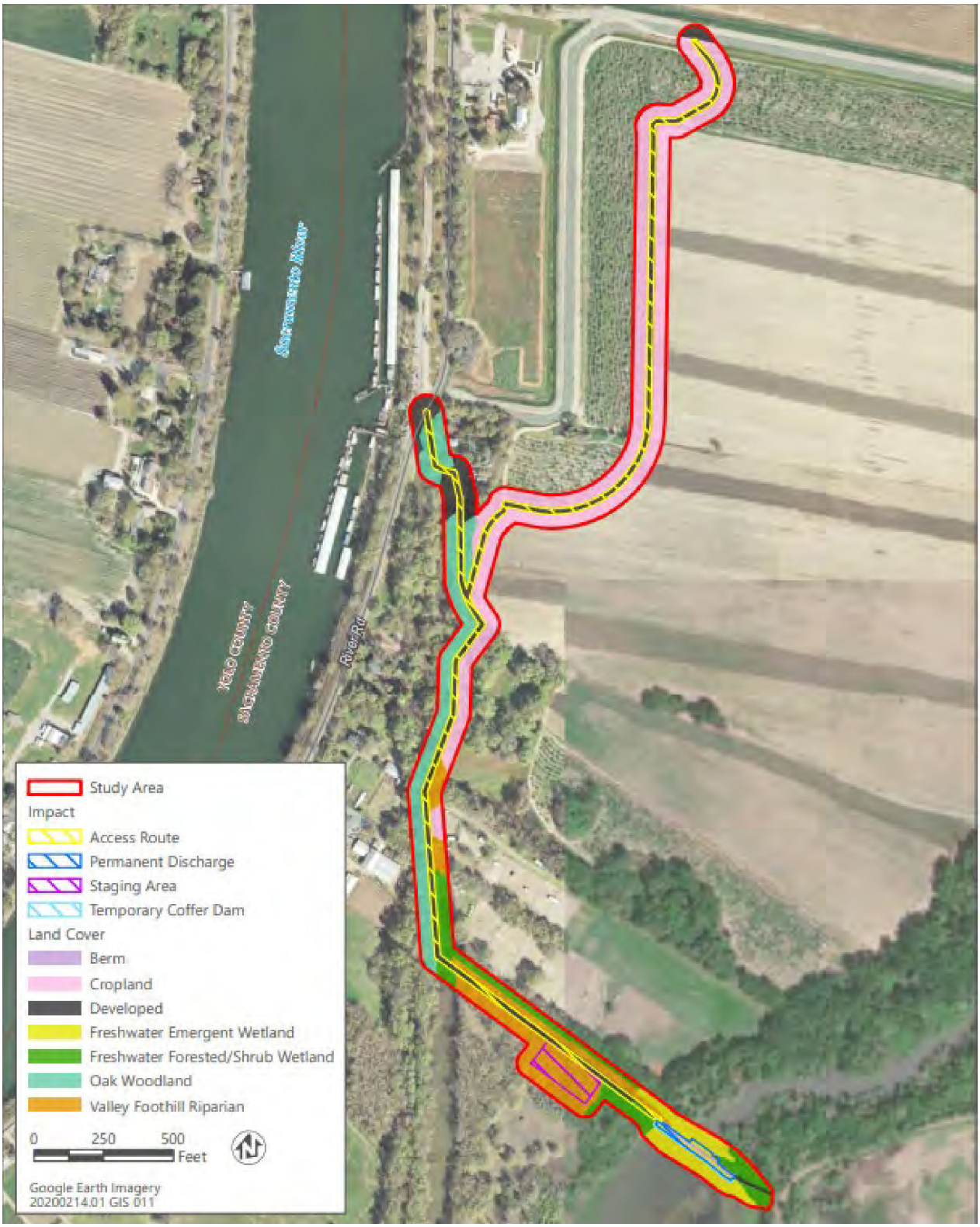


Figure 2: Site Map



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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Non-Federal Waters	Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant
No	Wetland	Morrison Creek	Wetland	510.00	Sacramento Delta	COLD, IND, MUN, NAV, PROC, REC2, WARM, WILD, AGR-IRR, AGR-STK, REC1-CNTCT, MIGR-COLD, MIGR-WARM, SPWN-WARM	Diazinon, Pentachlorophenol (PCP), Pyrethroids

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Wetland	38°26’14.13”	-121°29’49.31”	No	0.15	188	43

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Attachment C – CEQA Findings of Fact

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15301 Existing Facilities. Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California

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Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

A. Central Valley Regional Water Quality Control Board's Adopted Orders Web page (https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)

B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**

- **Part A** (Monthly Reports): This report will be submitted monthly until a Notice of Project Complete Letter is issued.
- **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
- **Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.

B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.

C. Electronic Report Submittal Instructions:

- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: Sara.Gevorgyan@waterboards.ca.gov.
- Include in the subject line of the email:
  ATTN: Sara Gevorgyan; Project Name; and WDID No. 5A34CR00911.

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

7 March 2025

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1” = 2000’) detail (listed in order of preference):

- **GIS shapefiles**: The shapefiles must depict the boundaries of all project

areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.

- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. Photo-Documentation:

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project:	Beach Lake Berm Repair Project
Permittee:	City of Sacramento
WDID:	5A34CR00911
Reg. Meas. ID:	459675
Place ID:	898604
Order Effective Date:	7 March 2025
Order Expiration Date:	6 March 2030

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report
Report Type 2 ☐ Annual Report- Not Applicable

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name[1]	**Affiliation and Job Title**

Signature	**Date**

[1]STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature	**Date**

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

a. Report Purpose - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.

b. When to Submit - On the 1st day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents -

i. Construction Summary

Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control If construction has not started, provide estimated start date.

ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.

iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

iv. Compliance Summary

- List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
- List associated monitoring reports for the reporting period.
- Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
- Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report- Not Applicable

B. Part B – Project Status Notifications

1. **Report Type 3 - Commencement of Construction**
   a. **Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
   b. **When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
   c. **Report Contents** -
      i. Date of commencement of construction.
      ii. Anticipated date when discharges to waters of the state will occur.
      iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
      iv. Construction Storm Water General Permit WDID No.
      v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.
2. **Report Type 4 - Request for Notice of Completion of Discharges Letter**
   a. **Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
   b. **When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
   c. **Report Contents -**
      i. Status of storm water Notice of Termination(s), if applicable.
      ii. Status of post-construction storm water BMP installation.
      iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
      iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
      v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.
3. **Report Type 5 - Request for Notice of Project Complete Letter**
   a. **Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. Report Contents -

i. Part A: Mitigation for Temporary Impacts

1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.

2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.

2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.

3) Pre- and post-photo documentation of all compensatory mitigation sites.

4) Final maps of all compensatory mitigation areas (including buffers).

iii. Part C: Post-Construction Storm Water BMPs

1) Date of storm water Notice of Termination(s), if applicable.

2) Report status and functionality of all post-construction BMPs.

3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

a. Report Purpose - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.

b. When to Submit - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.

c. Report Contents -

i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written

Follow-Up Report may be substituted.

ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.

iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. **Report Type 7 - Violation of Compliance with Water Quality Standards Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

   b. **When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.

   c. **Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. **Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

   b. **When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.

   c. **Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. **Report Type 9 - Modifications to Project Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

b. **When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

c. **Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. **Report Type 10 - Transfer of Property Ownership Report**

a. Report Purpose - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.

b. **When to Submit** - At least 10 working days prior to the transfer of ownership.

c. **Report Contents** -

i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:

1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and

2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. **Report Type 11 - Transfer of Long-Term BMP Maintenance Report**

a. **Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.

b. **When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.

c. **Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

A. All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice-president.
2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

B. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:

1. The authorization is made in writing by a person described in items 1.a through 1.c above.
2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
3. The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.

C. Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply:

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
    a. Proposed activity description and purpose;
    b. Why the proposed activity is considered minor in terms of impacts to waters of the state and the environment;
    c. How the Project activity is currently addressed in the Order; and,
    d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional

environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
   a. Activity description and purpose;
   b. Activity location, start date, and completion date;
   c. Erosion control and pollution prevention measures applied;
   d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
   e. Mitigation plan, if applicable; and,
   f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
   a. Site name(s);
   b. Date(s) of Certification Deviation approval;
   c. Location(s) of authorized activities;
   d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
   e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
   f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
   g. Mitigation to be provided (approved mitigation ratio and amount).

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Attachment G - Compliance with Code of Federal Regulations, Title 40, Section 121.7, Subdivision (d)

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan)., which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12

(a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383.

Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. **Conditional Notifications and Reports**

   a. **Accidental Discharges of Hazardous Materials**

      Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. “Hazardous materials” is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

   b. **Violation of Compliance with Water Quality Standards**

   c. **In-Water work and Diversions**

      Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board’s authority to investigate the

quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification's application.

3. This Order is conditioned upon total payment of any fee . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order . . . .

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards . . . .

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board's Basin Plan. The Basin Plan's water quality

standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. **In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require . . . .**

   Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. **The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports . . . .**

   Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any

material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. **This Order and all of its conditions herein continue to have full force and effect . . . .**

   This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. **The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program . . . .**

   This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. **Construction General Permit Requirement**

   Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. Signatory requirements for all document submittals . . . .

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species . . . .

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et set.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. The Permittee shall grant Central Valley Water Board staff . . . .

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors . . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These

conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. **A copy of this Order must be available at the Project site(s) during construction . . .**

   This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. **Lake or Streambed Alteration Agreement**

   This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction,

operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. **Directional Drilling- Not Applicable**

3. **Dredging- Not Applicable**

4. **Fugitive Dust**

   This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. **Good Site Management "Housekeeping"**

   Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. **Hazardous Materials**

   Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. **Invasive Species and Soil Borne Pathogens**

   Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. **Post-Construction Storm Water Management- Not Applicable**

9. **Roads**

   These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. **Sediment Control**

    Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the

Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific- Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central

Valley Water Board's authority to investigate the quality of any waters of the state and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts- Not Applicable

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts . . . .

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates . . . .

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

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

June 12, 2025

Regulatory Division (SPK-2025-00074)

City of Sacramento Dept of Utilities
Attn: Mr. Raymond Kong
1395 35th Ave
Sacramento, California 95822-2911
rkong@cityofsacramento.org

Dear Mr. Kong:

We are responding to your January 9, 2025, pre-construction notification for a Department of the Army (DA) permit for the Beach Lake Berm project. The project site is located near 8685 River Road, west of Interstate 5 where Beach Lake Berm separates Lower Beach Lake from Morrison Creek, Latitude 38.43726, Longitude -121.497032, City of Sacramento, Sacramento County, California 95832.

Based on the information you provided to this office, the Beach Lake Berm project involves work in navigable waters and the discharge of fill material into waters of the U.S. for the purpose of maintenance activities subject to Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. The activities will consist of repairing and restoring proper function and stability to the Beach Lake Berm by installing a sheet pile wall within the berm itself and reinforcing the slopes using existing riprap that will be taken from the berm during excavation for the sheet pile installation. The specific activities that require DA authorization are construction of a temporary 345-foot-long coffer dam to dewater 0.04 acre of South Beach Lake on the south side of the berm to allow access for maintenance activities, and placement of 178 cubic yards of riprap into 0.11 acre of perennial waterways (South Beach Lake and Morrison Creek). These activities will result in permanent effects to 0.11 acre of perennial waterways that will not result in any permanent loss of aquatic resources and temporary effects to approximately 0.15 acre of perennial waters from temporary dewatering and construction activities. The proposed activities will be conducted in accordance with the document titled “Improvement Plans for Lower Beach Lake/Morrison Creek Berm Seepage Mitigation”, dated October 3, 2023 (Enclosure 1).

We have determined that activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 3 - Maintenance. You must comply with all terms and conditions of the NWP and applicable regional conditions. In addition, your work must comply with the following special condition:

1. You shall comply with all terms and conditions of the enclosed March 7, 2025, Section 401 Water Quality Certification.

2. You shall conduct all in channel work when the project area is dewatered in accordance with the October 3, 2023, Improvement Plans for Lower Beach Lake/Morrison Creek Berm Seepage Mitigation, prepared by Wood Rodgers and the submitted PCN.

3. Prior to initiation of any construction activities in waters of the U.S. authorized by this verification, you shall install construction best management practices (BMPs) as identified in the January 9, 2025, PCN, which is hereby incorporated by reference as a condition of this verification. You shall ensure the BMPs are inspected weekly and maintained in good condition while ground disturbing activities are occurring, until construction activities in waters of the U.S. authorized by this permit verification are complete. All BMPs shall remain until construction activities within 25 feet of waters of the U.S. are completed and all disturbed soils are stabilized.

4. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.

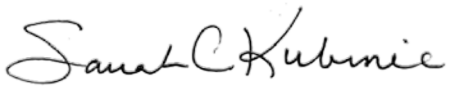
Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 14, 2026, 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 and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2025-00074 in any correspondence concerning this project. If you have any questions, please contact me by email at Sarrah.C.Kubinec@usace.army.mil, or telephone at 505-290-7079.

Sincerely,



Sarrah C. Kubinec
SPD TREC Team

Enclosures

cc:
Mr. Scott Gressard, Ascent Environmental, scott.gressard@ascent.inc

COMPLIANCE CERTIFICATION

Permit File Name: Beach Lake Berm Project

Action ID: SPK-2025-00074

Nationwide Permit Number: 3 - Maintenance

Permittee: City of Sacramento Dept of Utilities
Attn: Mr. Raymond Kong
1395 35th Ave
Sacramento, California 95822-2911

County: Sacramento County

Date of Verification: June 12, 2025

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
1325 J Street, Room 860
Sacramento, CA 95814-2922
SPKRegulatoryMailbox@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * * * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

_____ _____

Permittee Signature Date

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Reg. Meas. ID:	459675
Place ID:	898604
WDID No.:	5A34CR00911
USACE No.:	SPK-2025-00074 NWP 33,43

Effective Date: 7 March 2025

Expiration Date: 6 March 2030

Program Type: Fill/Excavation

Project Type: Outfall Structures

Project: Beach Lake Berm Repair Project (Project)

Applicant: City of Sacramento

Applicant Contact: Raymond Kong
City of Sacramento
1395 35th Ave.
Sacramento, CA 95822
Phone: (916) 808-1435
Email: rkong@cityofsacramento.org

Applicant's Agent: Scott Gressard
Ascent Inc.
1230 Columbia Street, Suite 440
Phone: (619) 219-8000
Email: Scott.Gressard@ascent.inc

Water Board Staff: Sara Gevorgyan
Environmental Scientist
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
Phone: (916) 464-4710
Email: Sara.Gevorgyan@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Raymond Kong (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 13 January 2025. The application was deemed complete on 14 February 2025.

II. Public Notice

The Regional Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 17 January 2025 to 7 February 2025. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the project is to repair and restore proper function and stability to the existing berm in-place across Morrison Creek that forms Lower Beach Lake. The current berm is experiencing significant seepage from Beach Lake into Morrison Creek and is not functioning properly, resulting in pump station failures and increased flood risk upstream and downstream of the berm.

IV. Project Description

The project includes removal of concrete, rip rap, and soil from the center of the berm to reach the abandoned irrigation culvert pipe where the leak occurs and to expose the entire center of the berm. Portions of the existing culvert pipe and sealing remaining segments will be removed. Sheet piles will be installed along the entire width of the berm (approximately 339 feet) to a depth of 19 to 21 feet below the elevation of the crown of the berm using an impact pile driver to reduce seepage potential along the entire berm. Once the sheet pile wall is installed, the berm crown will be reconstructed. The excavated section of the berm will be backfilled with Controlled Low Strength Material (CLSM) followed by berm material placed in 4-6 inch layers and compacted. Removed/disturbed portions of the berm will be reconstructed with compacted soil. An approximately 9-inch deep concrete surfaced weir will be installed in a portion of the top of the berm to prevent erosion. A temporary coffer dam will be installed to dewater south side of the berm. Rip rap removed during the repair will be re-installed with imported rock along the slopes of the repaired berm below the OWHM to promote long term stability (if water levels in Lower Beach Lake require).

V. Project Location

Address: Earthen berm located east of 8685 River Rd. in Sacramento, between Morrison Creek and Lower Beach Lake.

County: Sacramento

Nearest City: Sacramento

Section 25, Township 7 N, Range 4 E, MDB&M.

Latitude: 38°26'14.13" and Longitude: -121°29'49.31"

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the State Water Resources Control Board's Plans and Policies Web page (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project fill/excavation quantities for all impacts are summarized in Table 1.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts[1]

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Wetland	0.15	188	43

VIII. Description of Indirect Impacts to Waters of the State

The Central Valley Water Board recognizes the potential for indirect impacts to waters of the state associated with the Project. Development of the project has the

[1] Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

potential to modify suspended particulate distribution and turbidity in downstream systems during project construction that could affect the chemical processes of the system. During proposed construction of the project, the greatest risk of sediment and other material deliveries to these downstream features would be from excavation and runoff from unprotected surfaces, particularly during any rain events. This potential indirect impact would be minimized through construction-phase erosion and sediment control measures that would be incorporated into the project's SWPPP, which would be required to be developed by avoidance measures that would be included as part of the conditions of approval for the project. The potential indirect impact during rain events would be further reduced by the short duration of the project (i.e., approximately one month) and the planned schedule of all ground disturbance work occurring prior to October 1st. Weather tracking procedures would also be implemented to ensure that all construction areas were prepared and contained ahead of forecasted rain events in order to prevent sedimentation

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

- With implementation of appropriate BMPs, flow velocity, and sedimentation controls designed for the project, proposed construction is not likely to cause substantial erosion or siltation that will result in negative impacts to the chemical processes within the aquatic ecosystem on site or off site. Additionally, the project will provide a net benefit to these functions following project construction compared to the existing condition by restoring proper functioning of the berm and prevention of ongoing seepage).

- The project has been sited to minimize impacts to habitat connectivity and wildlife movement by limiting impacts to the existing berm extents with additional temporary dewatering associated with coffer dam installation (based on water levels at time of construction). The access route for the project overlaps with an existing developed roadway and exclusionary fencing would be installed on the roadway where it is adjacent (i.e., within 200 feet) of aquatic resources with potential to support listed species (e.g., giant garter snake). Therefore, the project is not likely to have substantial indirect impacts on water quality or on biological processes of the aquatic ecosystem off site or on site.

The Project will add 1,200 square feet of new impervious surfaces. Impervious surfaces cause reduced base flows through decreased groundwater recharge; increased erosion and sedimentation via hydro-modification (i.e., any activity that increases the velocity and volume (flow rate) affecting residence time, and alters the natural timing of runoff); and accumulation of pollutants that are subsequently discharged in storm water after construction.

X. Compensatory Mitigation

No compensatory mitigation is required for permanent impacts because all impacts are temporary in nature. No permanent impacts to water quality or resources will occur as a result of Project activities.

XI. California Environmental Quality Act (CEQA)

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15301 Existing Facilities. Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California Code of Regulations., title 14, section 15062.)

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees

A. An application fee of $5,632.00 was received on 9 January 2025. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

B. Annual Fees: This Certification is subject to annual billing based on the fee schedule in effect at the time of billing. Annual billing will continue until the Project, including monitoring, is complete and the Water Board receives an acceptable request for a Notice of Project Complete Letter (see Attachment D). Invoices are usually sent out at the end of each calendar year. [2]

To stop annual billing, the Permittee must request a Notice of Project Complete Letter from the Water Board. Water Board staff will verify if the conditions of the Certification are met and may conduct a site visit to confirm compliance.

[2] Annual invoices are issued for projects active for any amount of time in the current fiscal year (1 July – 30 June).

For more information on fees, visit the State Water Board's Water Quality Fees website (https://www.waterboards.ca.gov/resources/fees/water_quality/), under Water Quality Certification (WQC) Program Fees.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to the environment and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project.Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

a. **Monthly Reporting:** The Permittee must submit a Monthly Report to the Central Valley Water Board on the 1st day of each month beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

b. **Annual Reporting- Not Applicable**

2. Project Status Notifications

a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES

General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).

b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.

c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. **Conditional Notifications and Reports:**

The following notifications and reports are required as appropriate.

a. **Accidental Discharges of Hazardous Materials[3]:**

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency

[3] "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

measures then:

- first call – 911 (to notify local response agency)
- then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
- Lastly, follow the required OES, procedures as set forth in the Office of Emergency Services' Accidental Discharge Notification Web page (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).

ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.

iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.

ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board

staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

a. when performing any in-water work;

b. during the entire duration of temporary surface water diversions;

c. in the event that the Project activities result in any materials reaching surface waters; or

d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b. 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.

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 permission of the Central Valley Water Board Executive Officer.

For Delta waters, the general objectives for turbidity apply subject to the following: except for periods of storm runoff, the turbidity of Delta waters shall not exceed 50 NTUs in the waters of the Central Delta and 150 NTUs in other Delta waters.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 2 sampling

parameters.[4] The sampling requirements in Table 2 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee 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 Order 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 in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, “No sampling was required” within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants[5]	Observations	Visual Inspections	Continuous throughout the construction period

4. **Post-Construction:**

   Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive

[4] 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, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-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 shall be maintained onsite.

[5] Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to 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 subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem 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. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

6. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.

2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangered Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:

   a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.

   b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.

   c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.

   d. Sample or monitor for the purposes of assuring Order compliance.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.

5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

6. **Lake or Streambed Alteration Agreement**

   The Permittee shall submit a signed copy of the California Department of Fish

and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.

b. For any temporary dam or other artificial obstruction 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 section XIV.C.3.

c. The temporary dam or other artificial obstruction 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.

d. Dewatering may occur within the Project area.

e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.

f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

g. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.

2. Directional Drilling- Not Applicable

3. Dredging- Not Applicable

4. Fugitive Dust

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter

streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. **Good Site Management "Housekeeping"**

   a. The Permittee 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 be made available to the Central Valley Water Board staff upon request.

   b. 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 Permittee 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.

   c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. **Hazardous Materials**

   a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.

   b. No wet concrete will be placed into aquatic resources habitat.

7. **Invasive Species and Soil Borne Pathogens**

   Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall

be cleaned to reduce the spread of noxious weeds.

8. **Post-Construction Storm Water Management- Not Applicable**

9. **Roads**

   a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.

   b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.

   c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.

   d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

   e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

10. **Sediment Control**

    a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

    b. Silt fencing, straw wattles, or other effective management practices must

be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.

c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

11. Special Status Species

The following Special Status Species have been documented to occur near or within the Project area: Northwestern Pond Turtle and Giant garter snake.

12. Stabilization/Erosion Control

a. All areas disturbed by Project activities shall be protected from washout and erosion.

b. Hydroseeding shall be performed with California native seed mix.

13. Storm Water

a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

i. 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.

H. Site Specific- Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities completed within 90 days of authorized impacts.

2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.

3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

4. Total required Project compensatory mitigation information for temporary

impacts is summarized in Table 3. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 3: Required Project Mitigation Quantity for Temporary Impacts by Method

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	Permittee Responsible	Acres		0.15				

K. Compensatory Mitigation for Permanent Impacts- Not Applicable

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on the environment. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a “Certification Deviation” is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential environmental impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Beach Lake Berm Repair Project, WDID #5A34CR00911, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The Central Valley Water Board will file a Notice of Exemption (NOE) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

_____

For Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements
Attachment E: Signatory Requirements
Attachment F: Certification Deviation Procedures
Attachment G: Compliance with Code of Federal Regulations

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Attachment A – Project Maps

Figure 1: Location Map

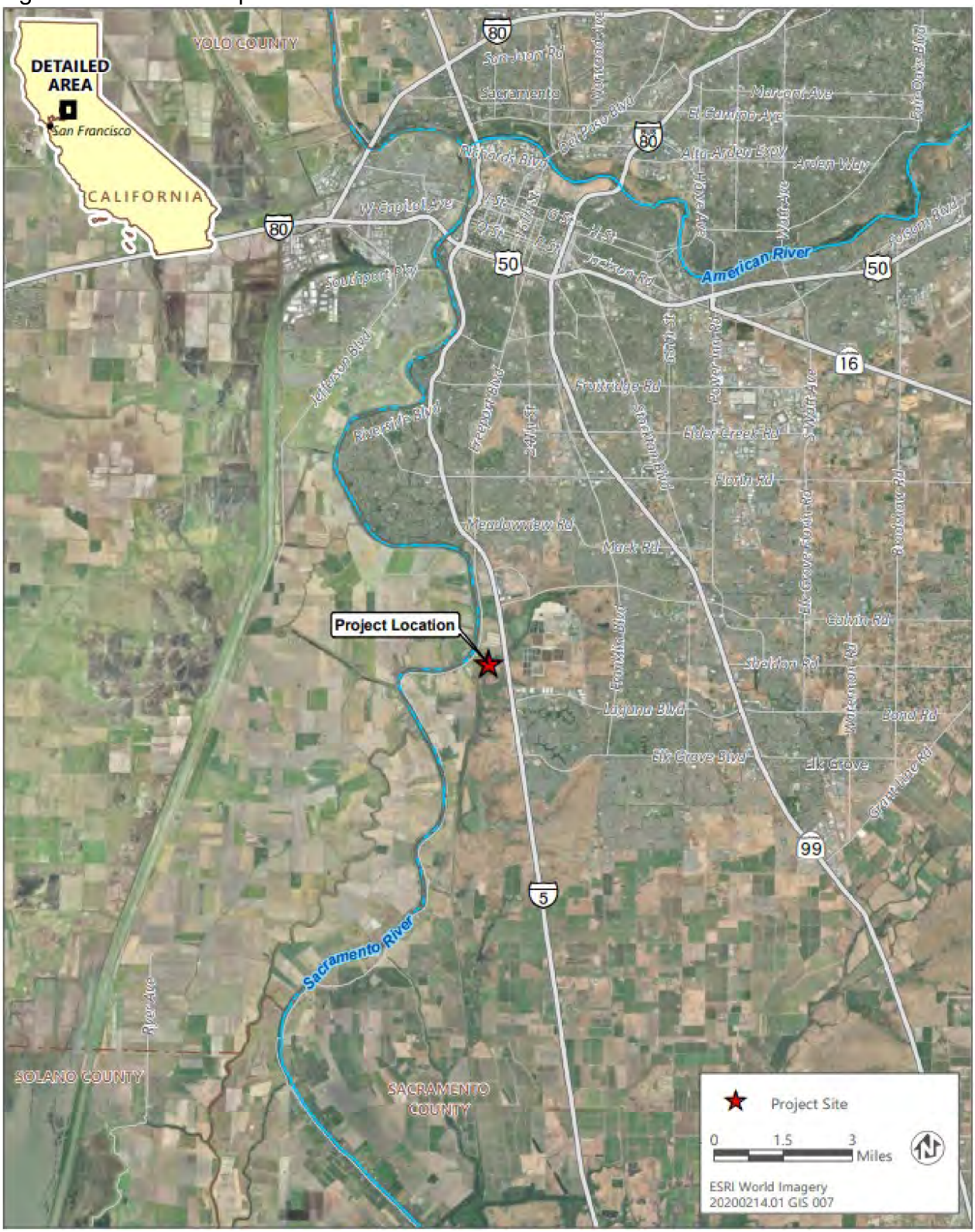
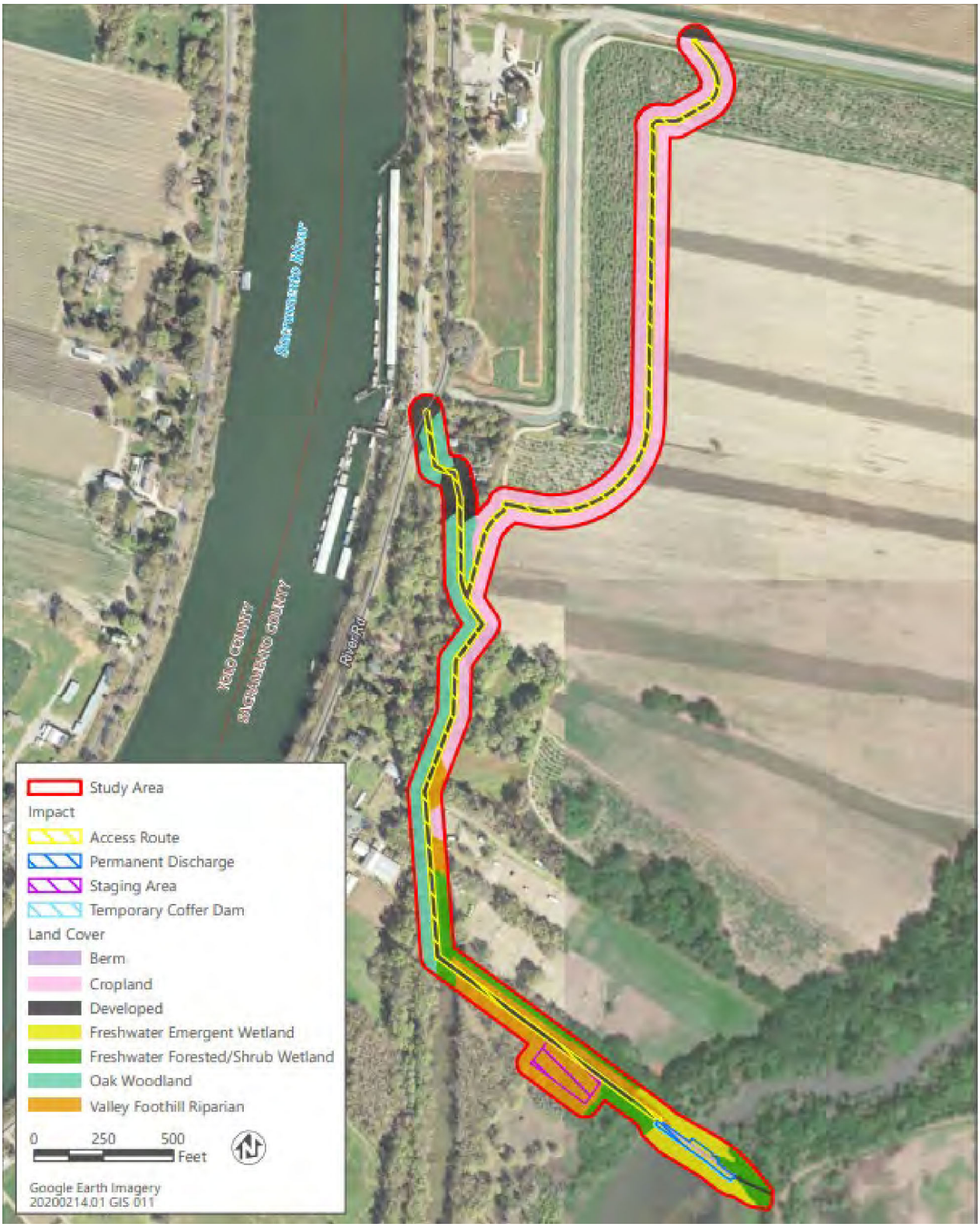


Figure 2: Site Map



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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Non-Federal Waters	Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant
No	Wetland	Morrison Creek	Wetland	510.00	Sacramento Delta	COLD, IND, MUN, NAV, PROC, REC2, WARM, WILD, AGR-IRR, AGR-STK, REC1-CNTCT, MIGR-COLD, MIGR-WARM, SPWN-WARM	Diazinon, Pentachlorophenol (PCP), Pyrethroids

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Wetland	38°26’14.13”	-121°29’49.31”	No	0.15	188	43

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Attachment C – CEQA Findings of Fact

The Central Valley Water Board has determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) 15301 Existing Facilities. Additionally, the Central Valley Water Board concludes that no California Code of Regulations, title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

The Central Valley Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order. (California

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Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

A. Central Valley Regional Water Quality Control Board's Adopted Orders Web page (https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)

B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**

- **Part A** (Monthly Reports): This report will be submitted monthly until a Notice of Project Complete Letter is issued.
- **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
- **Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.

B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.

C. Electronic Report Submittal Instructions:

- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: Sara.Gevorgyan@waterboards.ca.gov.
- Include in the subject line of the email:
  ATTN: Sara Gevorgyan; Project Name; and WDID No. 5A34CR00911.

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

7 March 2025

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1” = 2000’) detail (listed in order of preference):

- **GIS shapefiles**: The shapefiles must depict the boundaries of all project

areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.

- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. Photo-Documentation:

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project:	Beach Lake Berm Repair Project
Permittee:	City of Sacramento
WDID:	5A34CR00911
Reg. Meas. ID:	459675
Place ID:	898604
Order Effective Date:	7 March 2025
Order Expiration Date:	6 March 2030

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report
Report Type 2 ☐ Annual Report- Not Applicable

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name[1]	**Affiliation and Job Title**

Signature	**Date**

[1]STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature	**Date**

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

a. Report Purpose - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.

b. When to Submit - On the 1st day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents -

i. Construction Summary

Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control If construction has not started, provide estimated start date.

ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.

iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

iv. Compliance Summary

- List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
- List associated monitoring reports for the reporting period.
- Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
- Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report- Not Applicable

B. Part B – Project Status Notifications

1. **Report Type 3 - Commencement of Construction**
   a. **Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
   b. **When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
   c. **Report Contents** -
      i. Date of commencement of construction.
      ii. Anticipated date when discharges to waters of the state will occur.
      iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
      iv. Construction Storm Water General Permit WDID No.
      v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.
2. **Report Type 4 - Request for Notice of Completion of Discharges Letter**
   a. **Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
   b. **When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
   c. **Report Contents -**
      i. Status of storm water Notice of Termination(s), if applicable.
      ii. Status of post-construction storm water BMP installation.
      iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
      iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
      v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.
3. **Report Type 5 - Request for Notice of Project Complete Letter**
   a. **Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. Report Contents -

i. Part A: Mitigation for Temporary Impacts

1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.

2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.

2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.

3) Pre- and post-photo documentation of all compensatory mitigation sites.

4) Final maps of all compensatory mitigation areas (including buffers).

iii. Part C: Post-Construction Storm Water BMPs

1) Date of storm water Notice of Termination(s), if applicable.

2) Report status and functionality of all post-construction BMPs.

3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

a. Report Purpose - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.

b. When to Submit - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.

c. Report Contents -

i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written

Follow-Up Report may be substituted.

ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.

iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. **Report Type 7 - Violation of Compliance with Water Quality Standards Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

   b. **When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.

   c. **Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. **Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

   b. **When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.

   c. **Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. **Report Type 9 - Modifications to Project Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

b. **When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

c. **Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. **Report Type 10 - Transfer of Property Ownership Report**

a. Report Purpose - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.

b. **When to Submit** - At least 10 working days prior to the transfer of ownership.

c. **Report Contents** -

i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:

1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and

2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. **Report Type 11 - Transfer of Long-Term BMP Maintenance Report**

a. **Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.

b. **When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.

c. **Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

A. All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice-president.
2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

B. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:

1. The authorization is made in writing by a person described in items 1.a through 1.c above.
2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
3. The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.

C. Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply:

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
    a. Proposed activity description and purpose;
    b. Why the proposed activity is considered minor in terms of impacts to waters of the state and the environment;
    c. How the Project activity is currently addressed in the Order; and,
    d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional

environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
   a. Activity description and purpose;
   b. Activity location, start date, and completion date;
   c. Erosion control and pollution prevention measures applied;
   d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
   e. Mitigation plan, if applicable; and,
   f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
   a. Site name(s);
   b. Date(s) of Certification Deviation approval;
   c. Location(s) of authorized activities;
   d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
   e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
   f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
   g. Mitigation to be provided (approved mitigation ratio and amount).

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Attachment G - Compliance with Code of Federal Regulations, Title 40, Section 121.7, Subdivision (d)

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan)., which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12

(a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383.

Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. **Conditional Notifications and Reports**

   a. **Accidental Discharges of Hazardous Materials**

      Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. “Hazardous materials” is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

   b. **Violation of Compliance with Water Quality Standards**

   c. **In-Water work and Diversions**

      Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board’s authority to investigate the

quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification's application.

3. This Order is conditioned upon total payment of any fee . . . .

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order . . . .

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards . . . .

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board's Basin Plan. The Basin Plan's water quality

standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. **In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require . . . .**

   Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. **The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports . . . .**

   Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any

material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. **This Order and all of its conditions herein continue to have full force and effect . . . .**

   This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. **The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program . . . .**

   This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. **Construction General Permit Requirement**

   Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. Signatory requirements for all document submittals . . . .

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species . . . .

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et set.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. The Permittee shall grant Central Valley Water Board staff . . . .

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors . . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These

conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. **A copy of this Order must be available at the Project site(s) during construction . . .**

   This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. **Lake or Streambed Alteration Agreement**

   This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction,

operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. **Directional Drilling- Not Applicable**

3. **Dredging- Not Applicable**

4. **Fugitive Dust**

   This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. **Good Site Management "Housekeeping"**

   Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. **Hazardous Materials**

   Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. **Invasive Species and Soil Borne Pathogens**

   Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. **Post-Construction Storm Water Management- Not Applicable**

9. **Roads**

   These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. **Sediment Control**

    Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the

Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific- Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central

Valley Water Board's authority to investigate the quality of any waters of the state and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts- Not Applicable

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts . . . .

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates . . . .

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

SPECIAL PROVISIONS Updated via Addendum 3

CITY OF SACRAMENTO - Department of Utilities

DIVISION 1
PROJECT
SPECIFICATIONS

Lower Beach Lake Berm Seepage Mitigation Project

DECEMBER 16, 2025

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SECTION 01 00 00

GENERAL INFORMATION AND REQUIREMENTS

PART 1 - GENERAL

1.01 GOVERNING DOCUMENTS

A. All work performed under this Contract shall be in accordance with the following General Conditions:

1. Sealed Proposal

2. Agreement

3. City of Sacramento Standard Specifications (hereinafter CSSS) – November 2020, with addendum #1 dated March 2025 Sections 1 through 8 and as noted otherwise.

B. All work performed under this Contract, unless noted otherwise, shall be in accordance with the following:

1. Project Specifications

2. Contract Drawings

3. CSSS - Sections 10 through 38

4. Payment Bond

5. Performance Bond

6. California Labor Code, Chapter 4 of Division 3.

C. In the event of a conflict in the Contract Documents, priorities, as appropriate, set forth below shall govern:

1. General Conditions

2. Contract Drawings

3. Project Specifications

4. CSSS

5. Conflicts

a. In case of conflict between contract drawings and project specifications, the drawings shall govern matters of quantity, and the project specifications shall govern matters of quality.

b. In case of conflict within the drawings involving quantities, furnish the greater quantity.

c. In case of conflict within the Project Specification involving quality of material or procedure, furnish the higher quality material and procedure.

d. Where provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

1.02 DEFINITIONS

A. For definitions not found herein, refer to CSSS, Section 1.

B. "Action Submittals" shall mean written and graphic information and physical samples that require Engineer's and Construction Manager's responsive action.

C. "Addenda" shall mean a written or graphic instrument issued prior to the execution of the Contract, which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections.

D. "Approving Authority" shall mean City's or delegated City representative authorized to approve submittals.

E. "Certificate of Compliance" shall mean certificate from the manufacturer of the material or equipment identifying said manufacturer, product and referenced standard, and shall be signed by a designated officer of the manufacturer.

F. "Certified Inspection Report" shall mean reports signed by approved inspectors attesting that the items inspected meet the specification requirements other than any exceptions included in the report.

G. "City" shall mean the City of Sacramento. For purposes of these Specifications, the terms "Owner" and "City" are used interchangeably, and both refer to the City of Sacramento, the governmental entity contracting for the Work. Any reference to "Owner," "the Owner," "City," or "the City" shall have the same meaning unless expressly stated otherwise.

H. “Calendar Day” shall mean every day shown on the calendar, Sundays and holidays included.

I. “Change Order” shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the work, within the General Scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

J. “Construction Manager” shall mean the individual or firm retained by the City to provide construction management services on behalf of the Owner. The Construction Manager is authorized to act as the Engineer’s representative for:

1. Day – to – day communication with the Contractor.

2. Processing and coordinating submittals.

3. Reviewing RFIs and forwarding responses to the Contractor.

4. Observing and documenting the Work.

5. Coordinating, testing, inspections and field activities.

6. Implementing administrative procedures.

However, the Construction Manager does not have the authority to:

1. Modify the Contract Documents.

2. Approve changes to Contract’s Price or Time.

3. Issue Change Orders.

4. Waive any requirements of the Contract Documents.

5. Unless such authority is explicitly delegated in writing by the Engineer.

K. “Contract Documents” shall mean the General Conditions identified in Paragraph 1.01.A, the Contract Drawings (including all technical specifications, notes, and details incorporated into the Drawings), and all Addenda, Modifications, and other documents incorporated by reference.

L. “Drawings” shall mean the Contract Drawings.

M. “Engineer” shall mean the Director, the Director’s subordinates, or other City representative(s) who have been duly authorized to exercise control and

supervision of the Work. The Engineer typically is, but is not required to be, either a professional engineer architect, or landscape architect, depending on the nature of the Work. The Engineer is the final authority for technical interpretations, acceptance of Work, and determination of compliance with the Contract Documents unless otherwise stated.

N. "Field Quality Control" shall mean the testing and inspections conducted by the QCS Inspector(s) in the field during and at the completion of each construct to verify that the in-process and completed construction is in compliance with the Contract Documents, applicable Codes and standards.

O. "Field Tests" shall mean tests and analyses made at or in the vicinity of the job site in connection with the actual construction.

P. "Field Order" shall mean a written order from the Engineer to the Contractor, directing an addition or revision in the work.

Q. "Provide" shall mean furnish and install, in accordance with the contract documents.

R. "Project" shall mean the complete construction Work required by the Contract Documents, including all labor, materials, equipment, services, and incidental items necessary for a fully functional and operational improvement. The Project consists of all Work within the project limits shown on the Contract Drawings and includes, without limitation, the major elements of the Work such as seepage berm construction, sheet pile cutoff wall installation, clearing and grubbing, culvert removal, erosion control measures, site access and staging preparation, restoration, and all associated temporary Work required to achieve Substantial and Final Completion.

The Project also includes regulatory compliance, testing, surveying, environmental protection, and coordination with agencies and utilities as required by the Contract Documents.

Work outside the project limits is included only where expressly required.

S. "Proposed Change Order" shall mean a written request for the Contractor's Cost and Time Estimate covering an addition, deletion, or revision in the work, within the General Scope of the Contract.

T. "Quality Assurance" shall mean the day-to-day, in-process supervisory observations of work and materials conducted by the Contractor to assure that the proper methods and materials are being used and installed by tradesmen.

U. “Quality Control System (QCS)” shall mean the quality control, assurance, and inspection system established and carried out to ensure compliance with the Plans and Specifications.

V. “QCS Inspector” shall mean the responsible certified personnel inspecting the various constructs at specified milestones during the project overall and designated by the Construction Manager. The Special Inspector is part of the QCS Inspector team.

W. “QCS Supervisor” shall mean the person in responsible charge of the work occurring, as designated by the Contractor in the QCS Plan.

X. “Source Quality Control” shall mean the in-process testing and inspections conducted by the QCS Inspector(s) to verify that the materials, equipment, workmanship and shop manufactured constructs are in compliance with the Contract Documents, applicable Codes and standards.

Y. “Standard Compliance” shall mean the condition whereby specified materials or equipment must conform to the standards of organizations such as the American National Standard Institute (ANSI), American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL) or similar organization.

Z. “Submittal” shall mean shop drawings, product data, samples, operation and maintenance data, and administrative submittals prepared by the Contractor for City review.

AA. “Working Day” see CSSS, Section 1.

1.03 CSSS CHANGES

A. All references in Section 8 of the Standard Specifications to actions by the “City Council” shall be amended to read action by the “City”.

B. Wherever reference is made to City Manager, Director of Utilities, Engineer, Finance Director, Inspector, or other specifically identified individuals, it shall include their designated representative.

1.04 EXCAVATIONS AND TRENCHING

A. Excavations or trenches crossing roadways, walks, or traffic ways shall be provided with suitable traffic bearing steel plate or wood planking temporary covers. Contractor shall verify location of all underground facilities prior to excavating and shall perform the work to avoid damage to existing underground facilities. Contractor shall repair at no additional cost to the City and to prior condition, any existing utility damaged due to work of this contract.

B. If bones or artifacts are uncovered, work within 50 meters of the area shall cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, mitigation measure to reduce any archaeologist impact to a less than significant effect before construction resumes in the area.

1.05 SPECIFICATIONS

A. The Project Specifications are those bound and enumerated in the Table of Contents. The bidding Requirements, "Items of the Proposal", General Conditions, and Division 1 of the specifications apply to all work of this contract.

1.06 HOURS OF WORK

A. Contractor shall perform the work of this contract on normal workdays and within normal work hours, except after hours work, and work on Saturdays, Sundays, and holidays may be permitted if prior approval is obtained from the City. Overtime pay required to perform the work shall be included in the Contractor's bid prices, and no additional compensation to the Contractor will be made for overtime work.

1.07 CONTRACTOR'S SET OF PLANS AND SPECIFICATIONS

A. City Furnished Contract Drawings and Specifications:

Upon award of contract, the City will provide plans and specifications as follows:

1. Contract Drawings: 5 sets

2. Specifications: 5 sets

B. The Contractor is responsible for providing copies of the drawings and specifications to all subcontractors as required for construction. Additional Sets of the drawings and specifications may be obtained from the City. The cost charged the Contractor for additional copies obtained from the City shall cover all associated City procurement costs. City will not be responsible for incomplete information in the event partial sets are ordered.

1.08 INTERPRETATION OF DRAWINGS

A. The Contract Drawings consist of all of the plan sheets.

B. The data given herein, and on the drawings, are as exact as could be secured, but their absolute accuracy is not guaranteed. The Project Specifications and drawings are for the assistance and guidance of the Contractor; exact locations, distance, elevation, etc., will be governed by the various structures, and

Contractor shall use same with this understanding.

C. The drawings are diagrammatic but shall be followed as closely as existing conditions will permit. Prior to submitting their sealed Proposal, the Contractor shall inspect the site and verify all measurements and conditions and shall be responsible for the correctness of same. No extra compensation will be allowed because of differences between work shown on the drawings and measurements at the site.

D. Catalog numbers on the drawings and in the Project Specifications are from the best available information and are for guidance and assistance. The Contractor shall verify all catalog numbers and install only suitable materials.

1.09 REFERENCED PUBLICATIONS

A. The publications referred to hereinafter form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.

1.10 QUESTIONS PRIOR TO BID OPENING

A. Prior to the opening of the sealed proposals, all questions concerning the Contract Documents shall be directed to Gary Gulseth, ggulseth@cityofsacramento.org

1.11 START OF WORK

A. The Contractor shall commence work on the day the NOTICE TO PROCEED is issued.

B. Any work performed by the Contractor in advance of receipt of the NOTICE TO PROCEED shall be considered as having been done by him at his own risk and as a volunteer unless NOTICE TO PROCEED is issued by the Owner.

1.12 FACILITY ACCESS

A. The Contractor bears the responsibility of ensuring the security of their work at the conclusion of each workday and continuously throughout the duration of the contract.

PART 2 - PRODUCTS

2.01 CONSTRUCTION SCHEDULE

A. Contractor shall submit a Construction Schedule for the entire project. Construction Schedule shall be in the Critical Path Method (CPM) format. The proposed dates of commencement and completion of each of the various subdivisions of work required under these Specifications. Include submittals, procurement, disposal, delivery, installation, testing, and final inspection. CPM shall be arranged in work weeks and shall show manpower. No Progress Payments will be made until the CPM schedule has been received and approved by the Engineer.

PART 3 - EXECUTION

3.01 PRE-JOB CONFERENCE

A. Pre-Job Conference

1. The Contractor, after delivery of the Contract and at least three (3) days before beginning work, shall notify Gary Gulseth at (916) 808-1415 and arrange a pre-job conference. At this conference, the Contractor shall deliver appropriate submittals and a Construction Schedule as detailed below. The Contractor is responsible for providing drawings and project provisions to subcontractors.

3.02 CONTRACTOR COMMUNICATIONS

A. All official communications between the Contractor and the City of Sacramento shall be made through the Engineer.

3.03 SUPERINTENDENT

A. Contractor shall assign a Superintendent to supervise all work and to represent the Contractor on site. Superintendent shall cooperate with the Owner and shall provide assistance at all times for inspection of the work including: removing covers, operating machinery, or performing any reasonable work which, in the opinion of the Engineer, is necessary to determine the quality or adequacy of the work. Superintendent shall also furnish material shipping labels and packing slips to the Engineer to verify that the material conforms with approved submittals and Specifications.

B. Contractor shall lay out all work in advance of fabrication and shall be responsible for coordination of all related work.

C. Contractor shall monitor and assure that:

1. Removal of spillage resulting from hauling operations along, or across, any public traveled way, at least daily, at Contractor's expense.

2. Contractor shall schedule and perform the Work to avoid unnecessary disturbance or inconvenience to adjacent property owners and occupants. All reasonable measures shall be implemented to limit noise, dust, vibration, and access restrictions.

3. Water or dust palliative shall be applied, if ordered by the Engineer, for the alleviation or prevention of dust nuisance and shall be done at Contractor's expense.

4. Contractor shall contact the Engineer for a visual inspection 48 hours prior to covering any underground conduit.

5. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved maintenance of traffic and public safety shall be considered as included in the prices paid for various Contract items of work, and no additional compensation will be allowed, therefore.

3.04 PERMITS

A. Contractor shall obtain written permission from the Engineer before any materials are stored at the job site. The City of Sacramento is not responsible for any materials that the contractor elects to store at the job site.

3.05 TRENCH SAFETY

A. Contractor's work shall conform to the provisions of Section 6705 of the Labor Code of the State of California.

B. Excavation for any trench five (5) feet, or more, in depth shall not begin until the City has received the Contractor's detailed plan for worker protection from the hazards of caving ground in and around trenches. Such plan shall be submitted at least five (5) days before the Contractor intends to begin trench excavation. Show details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection. No such plan shall allow the use of shoring, sloping, or a less effective protective system than that required by the Construction Safety Orders of the Division of Industrial Safety. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

C. In addition, the Contractor shall obtain, pay for, and comply with all provisions of the permit required by Section 6500 of the California Occupational Safety and Health Act of 1973.

3.06 PUBLIC SAFETY AND CONVENIENCE AND MAINTENANCE OF TRAFFIC

A. Contractor's attention is directed to Sections 6-6, 6-7, 6-8, and 6-9 of the CSSS.

B. Contractor shall be responsible for traffic control and public safety at all times. Vehicle and pedestrian traffic must be allowed to traverse all streets.

C. Contractor shall furnish, install, and maintain temporary construction warning signs, flaggers, barricades, and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic within, and through, the limits of the project during the performance of the work.

D. Maintenance of traffic shall apply continuously and shall not be limited to normal working hours. The use of flaggers, barricades, and construction warning signs shall comply with the current edition of *"Work Area and Traffic Control Handbook" (WATCH)*, available for review at the City of Sacramento, Department of Transportation, Traffic Engineering Division, located at 915 I Street in Sacramento.

E. All lanes of traffic on adjacent street(s) shall remain open at all times during the course of construction unless otherwise approved in writing by the Engineer.

F. Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the scheduled commencement of any work by the Contractor. **Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.** All advance warning and traffic delineation shall conform to the latest edition of "Work Area and Traffic Control Handbook", (WATCH). The approved traffic control plan shall be made available to the Engineer on site at all times.

3.07 PRE-CONSTRUCTION PHOTOGRAPHS

A. Pre-construction photographs shall be provided and shall conform to Section 11 of the CSSS.

3.08 EXISTING UTILITIES

A. Locations of both underground and overhead utilities are shown on the drawings to the extent known. The actual location and elevation of the utilities may vary from the locations shown. Unless the drawings or specifications identify that the Contractor is responsible for relocating utilities, utilities requiring relocation will be by the governing agency or their representatives. The Contractor shall coordinate relocations requested for the Contractor's convenience with the Engineer and the owner of the utility. The Contractor will cooperate with the relocation and/or protection of existing utilities.

B. The Contractor shall contact Simon Wan of the City of Sacramento at 916-808-4023 two (2) working days prior to performing excavation work within existing City facilities. The City will mark locations of existing City utilities.

3.09 COMPLETION AND FINAL INSPECTION

A. The work shall be so performed, that upon Contract completion, the project shall be ready for use. Included in the work shall be the furnishing of all labor, materials, tools, equipment, and incidentals necessary for completing the work, in accordance with the Contract Documents.

B. Contractor shall notify the Engineer when the project is completed. Following notification, City representatives will perform a walk through and, if required, develop and list of deficient work items.

C. Contractor shall then correct all noted deficiencies to the satisfaction of the Engineer, after which a final walk through will be scheduled with City Operation and Maintenance personnel. During the walk through, the City will develop a final punch list of deficient work items and present it to Contractor after the walk through.

D. Following correction of all deficiencies to the satisfaction of the Engineer, a completion report will be prepared by the Engineer.

3.10 WARRANTY

A. The term of the Contractor's warranty shall begin upon the date the job is accepted by the City.

**** END OF SECTION ****

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. This project involves rehabilitation of the overflow berm that separates Lower Beach Lake and Morrison Creek, and any other work indicated in the drawings.

B. The Lower Beach Lake Overflow Berm is located at the nearest street address 8685 River Rd., Sacramento, CA 95832 (location of the Beach Lake Stables).

C. The work shall be in conformance with the contract drawings and specifications hereinafter identified, including furnishing all material, labor, plant, tools, equipment, and services necessary to complete this project.

1.02 BID ITEMS

A. See "Items of the Proposal" in the Bid Proposal Package of these Contract Documents.

1.03 CONTRACTOR'S BID STRUCTURE AND SCOPE OF THE WORK

A. Payment for this work will be made on a unit price basis, as indicated in the proposal.

B. The Scope of Work is defined in the Project Specifications, the drawings, and the referenced publications that are made a part hereto.

1.04 MEASUREMENT AND PAYMENT

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in each item of the proposal as described in these Specifications, as shown on the contract drawings and/or as required for a complete and operational facility, shall be considered as included in the bid price and no additional compensation will be made therefor.

B. Quantities shown on the City's estimate are approximate. The City does not expressly or by implication agree that actual quantity of work will correspond therewith, but reserves the right to increase or decrease quantities of any item or

to omit portions of the work as may be deemed necessary or advisable by the City; also to make such alternatives or deviations, additions to, or omissions from the drawings and Specifications as may be determined during progress of work to be necessary and advisable for proper completion.

C. The total bid amounts shall include, without limitation, all the work shown on the drawings and as described elsewhere in these Specifications. If a specific activity of work is not called out in the bid proposal, the Contractor shall include the cost for such work in the bid item that is deemed appropriate to the Contractor as indicated in Section 8 of the CSSS.

D. Progress Payments for the work shall be made as provided in Section 8 of the CSSS.

1.05 WORK NOT INCLUDED

A. The following work is NOT included in this contract.

1. Work shown but marked “NIC” (Not In Contract) or shown as Existing (E).

2. Any work otherwise designated to be done by others.

1.06 CONTRACTOR FURNISHED EQUIPMENT AND MATERIALS

A. All equipment and materials furnished by the Contractor that are to remain a part of the constructed facility shall be new and unused and shall conform to the requirements of these specifications and provided drawings. Where manufactured materials and equipment are specified, the same brand manufacturer for each class of material or equipment shall be used wherever possible.

B. The manufacturer’s warranty shall pass to the City and shall extend for a period of one year after project acceptance by the City.

1.07 POWER DISRUPTIONS

A. No long-term electrical disruptions shall be permitted by the City during Contractor’s performance of the work without prior written approval of the City. The Contractor shall furnish, install, and operate all resources required for temporary power. All short term outages necessary for change over to temporary power, to make connection, or other activity shall be scheduled with the City at least three weeks in advance and will be subject to cancellation at any time by the City.

1.08 PROSECUTION AND PROGRESS OF THE WORK:

A. The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work called for in the contract. The Contractor shall prepare and submit a detailed plan as specified.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials are specified in these Specifications, and in Sections 10 through 38 of the CSSS.

B. Submit and obtain approval for all Submittals before commencing fabrications or moving construction materials onto the job site.

C. All equipment shall be complete, ready for installation, and tested to the satisfaction of the Engineer at the time of acceptance of the work.

D. Unless specifically excluded in the Contractor's Proposal, all incidental parts which are not shown on the Contract Drawings, or specified herein, and which are necessary in order to have complete and operable facilities shall be furnished by the Contractor.

E. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, adjusted, tested, used, and conditioned as recommended by the manufacturer unless specified to the contrary. Copies of the manufacturer's installation instructions and procedures shall be submitted prior to the installation of manufacturer's articles, material, and equipment.

F. Materials and equipment shall be stored to insure the preservation of their quality and fitness for the work. Stores of equipment and materials shall be located to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion of work and final acceptance by the City.

G. If any material does not conform with these specifications the Contractor shall, within three days after being notified by the Engineer, remove the materials from the project site or storage area.

2.02 MATERIAL PROVIDED BY THE CITY

A. Equipment that is not specifically identified as being provided by the City will be provided and installed by the Contractor.

2.03 CONTRACTOR ESTIMATES

A. Contractor shall provide a written estimate for all proposed changes to the work. The estimate shall be on tabular pre-printed estimating sheets. The estimate shall list all items of deletion and addition to the Contract. Each item shall have material, equipment, and labor units extended and summed. Contractor shall apply the allowable overhead and profit (CSSS 8-16) for a total estimated cost of the proposed change order.

PART 3 - EXECUTION

3.01 CONTRACTOR'S PLANT AND EQUIPMENT

A. Security: The Contractor shall always be responsible for the security of their plant and equipment. The City will not take any responsibility for missing or damaged equipment, tools, or personal belongings. The Contractor shall provide temporary security fencing and otherwise provide for the security of the existing facilities. These sites are particularly subject to vandalism. Materials left on-site are at the Contractor's risk and, if lost, at the Contractor's expense. The Contractor shall be responsible for the salvaged materials and equipment owned by the City and removed, or relocated, until the City has taken possession of such materials and equipment.

B. Workshop and Storage Facilities: The Contractor shall provide storage facilities for the protection from weather of materials and supplies and shall always keep the facilities clean and in proper order. The project site has limited space for a storage yard. Additional property may need to be leased, at the Contractors expense, for storage facilities. Materials and equipment shall be stored to insure the preservation of their quality and fitness for the work and located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment, including existing equipment, until completion and final acceptance of the work by the City.

C. Parking Facilities: Parking areas at the project location are limited for the automobiles used by the Contractor's construction employees and Contractors own vehicles. A parking area shall be designated by the Contractor and approved by the Engineer.

3.02 CONTRACTOR'S UTILITIES

A. Electrical Power

1. General: The Contractor shall provide and make arrangements for temporary electric service for all required power and lighting required for the

work under this Contract and shall maintain such service until the completion of the work.

2. Power outage requests shall be made 48 hours in advance and shall be approved by the Engineer before proceeding.

B. Sanitary Facilities: The Contractor shall make arrangements for the maintenance of adequate toilet facilities at, or near, the work site and shall pay the costs thereof.

C. Temporary Heating: The Contractor shall provide temporary heating, covering, and enclosures, as necessary, to protect all work and material against damage by dampness and cold and to facilitate completion of the work. The Contractor shall supply all the fuel, power, equipment, and materials required for temporary heating.

3.03 LANDS PROVIDED BY CITY

A. Any additional land required for the construction of the work under this Contract, except that already owned by the City, shall be the Contractors responsibility to obtain.

3.04 FIELD ENGINEERING

A. The Contractor shall provide and pay for the following field engineering services required for this job:

1. Laying out the work.

2. Civil, structural, electrical, surveying, or other professional services specified, or required, to execute the work.

C. The Contractor shall be responsible for the protection of all existing survey monuments or markers during construction.

D. The Contractor shall be responsible for maintaining As-Built drawings for all work throughout the course of construction. Such drawings shall record the location and grade (City Datum) of all improvements and shall be delivered to the construction inspector prior to, and, in consideration of the City's acceptance of work.

3.05 SHIPPING AND PROTECTION OF EQUIPMENT & MATERIALS

A. Delivery of Equipment and Materials: City personnel will not accept materials or equipment deliveries for the Contractor.

B. Security: Security of equipment and materials stored by the Contractor is the Contractors responsibility. All losses or damage shall be replaced or repaired at the Contractor's expense.

3.07 TESTING

A. The City will field test earth work and cast-in-place concrete materials.

B. Notification: As an exception to requirements that may be stated elsewhere in the Contract, the Engineer shall be given three (3) working days' notice prior to each test. The Contractor shall perform all other testing and submit written copies of all test results to the Engineer.

C. Failure to Meet Test: Any system material or workmanship which is found defective, based on acceptable tests, shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have test repeated until test proves satisfactory to the Engineer, without additional cost to the City.

3.08 SAFETY

A. Contractor shall execute and maintain all work to avoid injury or damage to any person or property. All work shall be done in conformance to the State of California, Division of Industrial Safety and OSHA Standards. Safety precautions, as applicable, shall include, but not be limited to, confined space procedures, adequate fume protection; adequate illumination for underground and night operation; instruction in accident prevention for all employees; such machinery guards, walkways, scaffolds, ladders, bridges, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and the proper inspection and maintenance of all safety measures. Contractor shall have emergency phone numbers and addresses posted on the job site.

3.09 PROTECTION OF EXISTING IMPROVEMENTS

A. The provisions of this Section shall supplement the provisions of CSSS Section 13.

B. Existing facilities, utilities, and property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, asphalt, and other improvements, including existing pavements, and underground utilities, and other improvements not shown on the drawings shall be protected from damage by the Contractor throughout the construction period. Existing roadways and other improved surfaces shall be protected from damage by vehicles with tracks or lugs.

C. Any damage resulting from the Contractor's operations shall be repaired by the

Contractor to the condition which existed prior to the damage, and to the satisfaction of the Engineer, at no additional cost to the City.

D. The Engineer may deduct from payments otherwise due the Contractor, the estimated cost of repairing any damage created by the Contractors operation, until such time that repairs are made by the Contractor to the Engineers satisfaction.

E. The Contractor shall be responsible for unlocking and locking the gates at the project site each workday to enter and exit the work area. During the construction period, the Contractor shall be responsible, 24 hours per day, for the security and integrity of existing project facilities, including replacing stolen materials.

3.10 MATERIAL NONCONFORMANCE

A. If any material does not conform with these Specifications, the Contractor shall, within three (3) days after being notified by the Engineer, remove the materials from the project site or storage area.

3.11 RESTORATION OF STRUCTURES AND SURFACES

A. Curbs, Gutters, Driveways and Sidewalks: All curbs, gutters, driveways, sidewalks, and similar structures that are broken or damaged by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of materials with the same finish and in no less than the same dimensions as the original work. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements, as nearly as possible.

B. Roads and Streets: All roads and streets in which the surface is removed, broken, or damaged, or in which the ground has caved, or settled, due to work under this Contract, shall be completely resurfaced and brought to the original grade and crown section, unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. Roadways used by the Contractor for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the roadway is damaged, or otherwise affected, due to the Contractor's operations.

C. Cultivated Areas and Other Surface Improvements: All cultivated and natural areas, either agricultural or lawns, and other surface improvements which are damaged by actions of the Contractor shall be restored, including roadside drainage ditches, as nearly as possible, to their original condition.

3.12 EROSION, SEDIMENT, AND POLLUTION CONTROL

A. General

The Contractor shall be responsible for controlling erosion and sedimentation within the project limits during construction, including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering Morrison Creek and Lower Beach Lake.

The Contractor shall also exercise care during excavations so that excessive sediments are not tracked into Morrison Creek and Lower Beach Lake. Upon completion of the project, all areas within the limits of the project shall be cleaned and free of loose sediment.

Refer to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control dated October 2013, for information relating to sediment control measures and prevention. This Manual is available from the City of Sacramento, Department of Utilities, 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit to the Engineer for review and approval a drawing showing the placement of sediment control barriers, housekeeping practices, and any other measures proposed to be used to prevent sediment and other sources of pollution from entering Morrison Creek and Lower Beach Lake. The erosion, sediment and pollution control plan shall be submitted a minimum of ten (10) calendar days prior to start of the work. The Contractor will not be allowed to begin work until an approved erosion, sediment and pollution control plan is on file with the Engineer.

B. Housekeeping Practices

Contractor shall, during the construction of this project, implement, at a minimum, the following housekeeping practices: solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area for the duration of the project. This area shall be fenced and protected such that runoff will not be allowed to leave the material storage area. The Contractor shall regularly inspect the site to ensure that any hazardous or non-hazardous materials have not spilled.

Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated area. If a designated area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly at the Contractor's expense.

Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials and controlling spills if they occur. Proper spill control and cleanup materials shall be kept on site near the storage area and updated as materials change on site.

More information about Housekeeping Practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control dated October 2013, available at 1395 35th Avenue, Sacramento, CA 95822.

C. **Dewatering**

Groundwater levels in the project area fluctuate with the water level of the adjacent Morrison Creek, Lower Beach Lake, and nearby Sacramento River. The Contractor shall be responsible for the control, removal, and disposal of any groundwater that may be encountered while excavating, or constructing any other improvements associated with the project. Any water containing chlorine or sediments shall not be discharged to Morrison Creek, Lower Beach Lake, or the City storm drain system unless the water is free from such constituents. No separate payment will be made to the Contractor for dewatering.

D. **Dust Control**

Contractor shall always be responsible for the control of dust within the limits of the project, including weekends, holidays and normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust.

Contractor shall keep all streets as well as all grounds adjacent to the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and cleanup efforts shall be made prior to weekends and holidays.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

No separate payment will be made to the Contractor for dust control. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

3.13 CONSTRUCTION INSPECTIONS

A. Unless otherwise directed, Contractor shall contact the Utility Department Construction Section at (916) 701-7993 three (3) working days in advance to schedule construction inspections.

****END OF SECTION****

SECTION 01 14 50

SITE SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 GOVERNING DOCUMENTS

A. Sections Includes: Safety Requirements Applicable to the Work

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures

1.02 CONSTRUCTION SAFETY

A. Contractor's Responsibilities

1. The Contractor shall be solely responsible for conditions of the job site, including safety of all person, including employees and property, during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S Department of Labor, the California Occupational Safety and Health Administration (OSHA), and all other applicable Federal, State, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

a. The Contractor shall develop and maintain, for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

b. The duty of the City to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

c. The Contractor, as part of this safety program, shall maintain at his office or other well-known place at the job site, safety equipment

applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall demonstrate an understanding of the facility procedures established for emergency care of persons who may be injured on the job site.

d. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim. Such notice shall be in addition to any other notice requirements which may apply to such claims.

B. City Safety Requirements

1. The Contractor shall read the City's Safety Requirements and train/instruct its employees and its Subcontractor's employees on all City Safety Requirements that pertain to the Work. The responsibility to review and train Contractor staff on City requirements is the responsibility of the Contractor. The Contractor shall incorporate any facility-specific requirements the City has into their safety plan.

2. The Contractor and its subcontractors shall not start any construction activities unless they receive written permission from the Engineer, and the Contractor shall follow the procedure described for City permits, such as confined space entry permit, hot work permit, etc.

C. Safety Violations, Incident, Injury or Accident Emergency at the Work Site

1. In the event of an accident or incident during construction, the Contractor shall immediately notify the City's Authorized Representative. Within 24 hours of the occurrence of a safety violation or incident, the Contractor shall submit to the City's Authorized Representative an investigation report describing the incident in detail.

2. The Contractor shall call 911 for accidents involving bodily injury, fire hazards, damage to gas piping, flooding and similar occurrences, requiring an immediate emergency response. The Contractor shall also comply with all CAL-OSHA notification requirements.

3. If there is a safety violation from the Contractor's employees or subcontractor's employees, the Engineer will first issue a safety warning to the violating Contractor's employees or subcontractor's employees. After the first warning and upon a second violation, the Contractor shall remove the employee who caused the safety violation from the job site. This applies to both the Contractor and subcontractor's employees

4. The Contractor shall immediately correct any safety violation(s).

D. Facility Operation

1. Contractor personnel shall not operate, by any means, existing facilities owned by the City. The Contractor shall submit advanced notice to City for any required facility change in operation including equipment lockout and tagging for system shutdown for each individual activity. Facility staff will execute the shutdown after the request has been approved. Advance notice shall be in accordance with the Contract Documents.

E. Training & Certificates

1. Contractor personnel shall have sufficient training and certificates in performing work such as confined space entry, asbestos material removal, welding, diving, heavy equipment operation, and others. Up-to-date certificates for all personnel performing such work shall be provided to City before the start of the work.

F. Equipment Operations

1. All cranes and hoists, forklifts, confined space rescue equipment, gas monitors, diving gear, and welding tools or other equipment shall be certified or verified (tested or calibrated) for their operability and rated capacity. The Contractor shall present those certificates to the City before the start of work.

G. Confined Space Entry

1. No confined-space entry is allowed unless specifically approved by the City. If Contractor is planning a confined-space entry on facility grounds, submit a copy of the company's confined-space program to the City. Contractor shall follow the California Code of Regulations (CCR), Title 8, Sections 5156, 5157 and 5158 governing confined space entry, as well as the procedures followed by facility personnel as described in the Environmental Services Department's Confined Space Program, which can be obtained upon request from City. Contractor is responsible for supplying their own certified rescuer and rescuing equipment at no cost to the City. Contractor must notify the City of the time and date prior to confined space entry.

H. Hot Work Responsibilities

1. Fire resulting from hot work could significantly affect facility operations. Hot work includes brazing, cutting, grinding, soldering, torch-applied

roofing, and welding. No hot work is permitted without authorization from the City. A signed hot work permit must be issued by the facility responsible party. Specific firefighting equipment and protection gear will be required at the hot work site before any work can be started. Refer to the Environmental Services Department's Hot Work Safety Program, which can be obtained upon request from City.

I. Fall Prevention

1. The Contractor working at heights, on ladders or using fall protection equipment shall submit to City a Fall Prevention Program that is equivalent to or more restrictive than the Environmental Services Department's Fall Prevention Program, which can be obtained upon request from City.

J. Hazardous Materials Regulations

1. The Contractor shall have a site health and safety supervisor fully trained pursuant to hazardous materials regulations be present during excavation, trenching, or cut and fill operations to monitor for evidence of potential soil contamination, including soil staining, noxious odors, debris or buried storage containers. The site health and safety supervisor must be capable of evaluating whether hazardous materials encountered constitute an incidental release of a hazardous substance or an emergency spill. The site health and safety supervisor shall direct procedures to be followed in the event that unanticipated hazardous materials release with the potential to impact health and safety is encountered. These procedures shall be in accordance with hazardous waste operations and regulations and specifically include, but are not limited to, the following: immediately stopping work in the vicinity of the unknown hazardous materials release and securing the area; notifying the City, and retaining a qualified environmental firm to perform sampling, remediation, and/or disposal.

K. Modifications to Existing Utilities

1. When modifications, additions, connections, and abandonment are made to existing public utilities, the Contractor shall contact the affected agency for notifications and/or required procedures.

L. Underground Service Alert

1. Contractor shall provide advance notice to and utilize services of Underground Service Alert for location and marking of underground utilities operated by utility agencies.

M. Demolition Activities

1. During demolition activities, the Contractor shall:

a. Provide temporary six feet tall chain link fencing around each work area and signage to prohibit access by unauthorized personnel and vehicles. Fencing design and signage subject to City review.

b. Provide interior and exterior shoring, bracing, or supports to prevent movement, settlement, or collapse of structures to be partially or completely demolished, and to adjacent structures or other facilities to remain.

c. Protect and maintain existing site features, i.e., conduits, drains, pipes, and wires, that are to remain on the property.

1.03 SUBMITTALS

A. The following information shall be provided in accordance with Section 01 33 00, Submittal Procedures, after the Award of Contract:

1. Health and Safety Plan (CSSP)

a. The Contractor or Contractor's representative shall prepare a Contract Specific Safety Plan (CSSP). At the minimum, the CSSP shall address the following:

1) Incorporate City Safety Requirements applicable to the Work.

2) Contractor's plan to protect workers (such as providing personnel training, personal protective equipment, and respiratory protective devices) while working in the presence of contaminated or hazardous materials.

3) Establishment of exclusionary site work zones and security measures.

4) Implementing and conducting dust control measures, ambient air monitoring for health and safety purposes, and administering contingency plans, if necessary

a) Emergency response protection including compliance with CAL/OSHA notification requirements.

b) The CSSP shall be prepared, signed, and submitted for City review. The Contractor shall not initiate work activities at the project site until City has provided written clearance to proceed.

c) The CSSP shall be reviewed and signed by the Contractor and all personnel, including subcontractors, who will be engaged in or overseeing Work in the construction zones. No worker shall be allowed in these areas until he/she has signed and acknowledged receiving and understanding a copy of the CSSP.

d) The Contractor shall be responsible to make sure that all personnel performing work in the identified, potentially contaminated area(s) must have read and clearly understands the CSSP.

e) The CSSP shall conform to the requirements of all local, state, and federal ordinances, rules, regulations, and guidelines concerning occupational health and safety issues, including OSHA regulation 29 Code of Federal Regulations (CFR) 1910.120.

2. Mandatory Safety Program: Injury and Illness Prevention Program (IIPP) or Safety Work Plan.

3. Safety Data Sheets (SDS's): Any hazardous material brought onto the facility site by Contractor or subcontractors.

4. Hot Work Program: For welding, torching, cutting, brazing, etc., around combustible or hazardous materials.

5. Confined Space Program: For confined space entry.

6. Fall Prevention Program: For working on ladders, at heights or using fall protection equipment.

7. Training Certificate or License: Welding, diving, and heavy equipment operation (for cranes, forklifts, etc.), confined-space entry and rescue, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes Requirements for conducting conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work and other matters of common interest, and includes the following:

1. Qualifications of Meeting Participants.

2. Preconstruction Conference.

3. Progress Meetings.

4. Pre-Installation Meetings.

5. Post Construction Meeting.

B. Related sections:

1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

2. It is the CONTRACTOR’s responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR’s Work.

1.2 QUALIFICATIONS OF MEETING PARTICIPANTS

A. Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of entity each represents.

1.3 PRECONSTRUCTION CONFERENCE

A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, ENGINEER will arrange preconstruction conference in convenient place for most persons invited, in accordance with the General Conditions.

B. Attending Preconstruction Conference: CONTRACTOR's superintendent, OWNER, ENGINEER, DESIGN ENGINEER, representatives of utilities, major subcontractors and others involved in performance of the Work, and

others necessary to agenda.

C. ENGINEER will preside at conference.

D. Purpose of conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.

E. Agenda will include:

1. Adequacy of distribution of Contract Documents.

2. Distribution and discussion of list of major subcontractors and suppliers.

3. Proposed progress schedules and critical construction sequencing.

4. Major equipment deliveries and priorities.

5. Project coordination.

6. Designation of responsible personnel.

7. Procedures and processing of:

a. Field decisions.

b. Proposal requests.

c. Submittals.

d. Change Orders.

e. Applications for Payment.

f. Record Documents.

8. Use of premises:

a. Office, construction, and storage areas.

b. OWNER's requirements.

9. Construction facilities, controls, and construction aids.

10. OWNER operation and maintenance of existing facilities.

11. Shoring requirements and submittal of CONTRACTOR's geotechnical report.

12. Temporary utilities.

13. Safety and first aid procedures.

14. Security procedures.

15. Housekeeping procedures.

F. ENGINEER will record minutes of meeting and distribute copies of minutes within 7 days of meeting to participants and interested parties.

1.4 PROGRESS MEETINGS

A. Attend progress meetings at least once every other week at project site or online meeting.

B. ENGINEER will distribute to each anticipated participant written notice and agenda of each meeting at least 4 days before meeting.

C. Require attendance of CONTRACTOR's superintendent and subcontractors who are or are about to be actively involved in the Work, or who are necessary to agenda.

D. ENGINEER will preside at meetings.

E. Purpose of progress meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.

F. Review progress of the Work, Progress Schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work.

G. Verify:

1. Actual start and finish dates of completed activities since last progress meeting.

2. Durations and progress of activities not completed.

3. Reason, time, and cost data for Change Order Work that will be

incorporated into Progress Schedule and application for payment.

4. Percentage completion of items on Application for Payment.

5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.

H. Discuss potential problems which may impede scheduled progress and corrective measures.

I. ENGINEER will record minutes of meeting and distribute copies of minutes within 7 days of meeting to participants and interested parties.

1.5 POST CONSTRUCTION MEETING

A. Meet with and inspect the Work 1 month after date of Substantial Completion with OWNER and ENGINEER.

B. Arrange meeting at least 7 days before meeting.

C. Meet in OWNER's office or other mutually agreed upon place.

D. Inspect the Work and draft list of items to be completed or corrected.

E. Review service and maintenance contracts and take appropriate corrective action when necessary.

F. Complete or correct defective work and extend correction period accordingly.

G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 26

WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT

PART 1 – WEB DATABASE

1.01 SUMMARY

A. The project team will use and maintain a web-based database as the primary means of communication related to the Project's correspondence, submittals, requests for information (RFIs), advisory notices, and non-compliance issues. Correspondence from the Contractor shall be sent to the Construction Manager via the web-based CMIS System.

B. The Construction Manager and Contractor shall utilize CMIS's system for electronic submittal of all data and documents (unless specified otherwise by the Construction Manager) throughout the duration of the Contract. CMIS will be made available to all Contractor's project personnel. The joint use of this system is to facilitate, electronic exchange of information, automation of key processes, and overall management of the Contract. CMIS shall be the primary means of project information submission and management. When required by the Construction Manager, paper documents will also be required. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern.

1.02 USER ACCESS LIMITATIONS

A. The Construction Manager will control the Contractor's access to CMIS by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do).

1.03 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

A. Review comments made (or lack thereof) by the Construction Manager and Engineer on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. The Construction Manager's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

1.04 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall be responsible for the validity of their information placed in CMIS and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of CMIS (outside what is provided by the Construction Manager) and the other programs indicated above as needed.

1.05 USER ACCESS ADMINISTRATION

A. Provide a list of Contractor's key CMIS personnel for the Construction Manager's acceptance. The Construction Manager is responsible for adding and removing users from the system. The Construction Manager reserves the right to perform a security check on all potential users.

1.06 CONNECTIVITY PROBLEMS

A. CMIS is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. CMIS response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City and Construction Manager will not be liable for any delays associated from the usage of CMIS including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor will ensure that its connectivity to the CMIS system (whether at the home office or job site) is accomplished through some form of high-speed communications for using the system. It is recommended a faster connection be used when uploading pictures and files into the system. Under no circumstances shall the usage of CMIS be grounds for a time extension or cost adjustment to the Contract. If there are problems that persist with the CMIS site for more than 24 consecutive hours that prevent the electronic submission of data by the Contractor, the Contractor may submit documents in paper form to the Construction Manager until such time that the Construction Manager notifies the Contractor that the CMIS site is operable and available for use. Construction Manager shall likewise send documents to Contractor in paper form during such disruption of the CMIS system.

1.07 TRAINING

A. The Construction Manager has arranged for the following training to be provided to the Contractor. The Construction Manager will provide a one-hour training class for the Contractor within ten (10) days of NTP at a time mutually agreeable to Contractor and Construction Manager. Thereafter the Construction Manager will provide up to one hour of additional training via telephone during the project per month of project life.

PART 2 – EQUIPMENT

2.01 SUMMARY

A. To process correspondence, submittals, and RFIs, the Contractor must provide and have in place for its own use the required basic components outlined below.

2.02 HARDWARE

A. A computer with internet access and sufficient capabilities to perform all project duties; a scanner at least large enough to scan 11” x 17” sheets with sufficient resolution to maintain clarity and legibility of the document at its native size; and a color printer of sufficient size and capacity to accept incoming correspondence as described in this section.

2.03 SOFTWARE

A. CMIS requires the current version of a compatible internet browser, including Google Chrome, Apple Safari, and Microsoft Edge.

2.04 FACILITIES

A. The Contractor shall make its own arrangements to provide high-speed (minimum speed: download 256Mbps / upload 10Mbps) internet connection for its own use as soon as practicable.

PART 3 – EXECUTION

3.01 SUMMARY

A. Items to be uploaded to CMIS by the Construction Manager include but are not limited to: RFI responses, Submittal comments, Clarification letters, Design Clarifications, Field Orders, et al. These items will be emailed as attachments in PDF file format. These attachments may include files that need to be viewed and/or printed in color. Formal letters, stop notices, Field Orders, Progress Payment Requests, and Contract Change Orders will always include a wet-signed hard copy.

3.02 CMIS UTILIZATION

A. All project related correspondence (RFIs, submittals, etc.) originated by the Contractor or Subcontractor, Supplier, et al. shall be directed to the Construction Manager, unless otherwise indicated in the Specifications.

3.03 SUBMITTALS

A. The use of electronic communication does not waive the requirement for the provision of hard copies of all formal correspondence and submittals. The hard copies of all documents must match the electronic copies of all correspondence and submittals.

B. Submittals shall be in accordance with Section 01 33 00, Submittal Procedures. The provisions of Section 01 33 00 shall apply both to electronic copies and hard copies of submittals.

C. In addition to the above, CMIS shall be utilized in connection with submittal preparation and information management required by but not limited to Sections:

1. Section 01 32 16 – Construction Progress Schedule.

2. Section 01 33 00 – Submittal Procedures.

3. Section 01 33 10 – Request for Interpretation.

D. CMIS will be utilized by all other Sections not listed above and as required by the Construction Manager.

3.04 TERMINATION IN USE

A. The City may request a termination of the use of CMIS for the electronic submission of data, and alternatively the use of paper documents submitted in accordance with the Contract Documents by providing notification in writing with ten (10) days notice that it intends to discontinue use of CMIS.

3.05 ADOBE PDF

A. All information, comments, questions, and statements shall be scanned and/or converted to the PDF file format and attached to the email. Items to be sent via email include but are not limited to large-format plan sheets (22" x 34" or larger), small-format plan sheets, pages within tabbed binders, RFIs, transmittal sheets, et al. The PDF attachments supplied to the Construction Manager shall be sufficiently resolute to be fully legible at its native size.

B. All separate files within a given piece of correspondence shall be combined into a single PDF document (i.e. An RFI that contains a text file and two photo files shall be combined into a single PDF document prior to delivery to the Construction Manager.)

3.06 LABELING FORMAT

A. The subject line of each email, and the file name of any attached files shall begin with the file labeling scheme:

1. RFI_XXX.Y_ (Contractor Name) _(Subject).

2. Letter_XXX_ (Contractor Name) _(Subject).

3. Transmittal_XXX_ (Contractor Name) _(Subject).

4. PCO_XXX.Y_ (Contractor Name) _(Subject).

5. Submittal_XX XX XX-YY-Z_ (Contractor Name) _(Subject).

B. The first section of the label indicates the type of correspondence (i.e RFI). “XXX” indicates a unique number, sequentially assigned for the given piece of correspondence. “Y” is a sequential letter assigned for revised or resubmitted documents, i.e. A, B, or C being the 1st, 2nd, and 3rd revision or resubmittal, respectively. “(Contractor Name)” indicates to the database that the correspondence is from the Contractor. The Contractor will indicate the subject at the end of the numbering scheme. For submittals, XX XX XX denotes the Specification Number, YY denotes the sequential number of submittals in that Specification Section, and “ZZ” indicates whether the submittal is an original or a resubmittal, as described in Section 01 33 00, Submittal Procedures. Each piece of correspondence shall be sent in a separate email. O&M submittal numbering shall be as specified in Section 01 78 23, Operation and Maintenance Data

3.07 SUBMITTALS

A. If a submittal package has multiple items that are not directly related, each item shall be considered a separate submittal and shall be sent separately. For example, “Concrete Mix Design,” and “Concrete Curing Compound” shall be submitted as separate items to the Construction Manager.

3.08 ORIGINAL DOCUMENTS

A. Where possible, the Contractor will obtain the electronic document from its original source to maintain the integrity, legibility, and searchability of the document.

3.09 ORGANIZATION

A. The information included in the attachments shall be organized in a logical and thoughtful manner. Where the information originated in a tabbed format (a binder, for example), the scanned and/or converted PDF file shall be electronically bookmarked accordingly using the “bookmark” function of Adobe Acrobat 9 Std.

3.10 PRINTING

A. Except for formal instruments that require an original wet signature (e.g., Change Orders, stop notices), the City will not provide hard copies; the Contractor is responsible for printing any copies needed for its own use.

3.11 PROJECT FORMS

A. The Contractor may use its own correspondence forms to be attached to correspondence emails if the Contractor’s forms comply with this and all submittal sections.

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Submittals

B. Progress Schedule

C. CPM Schedule

D. Float

E. Schedule Acceptance

1.02 SUBMITTALS

A. Within 15 days after the date of Notice – to Proceed, submit proposed preliminary critical path method schedule defining planned operations for the entire project.

B. The Contractor shall submit a schedule, in accordance with these Specifications, which illustrates the Contractor's plans for carrying out the Work. The City will review the schedule, and any updates or revisions, for conformance to the Agreement. City reviews of a schedule, update, or revision do not relieve the Contractor of responsibility for the feasibility of the schedule or requirements for accomplishments of milestones and completion within Agreement Time, nor does the City review warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity.

1.03 PROGRESS SCHEDULE

A. A bar chart or similar form of progress schedule will be required for all agreements. Unless otherwise agreed to by the City, the latest version of MS Project or Primavera P6 shall be used. The Contractor shall submit three (3) copies, plus an electronic copy, of a complete baseline progress schedule at the preconstruction conference. The baseline progress schedule shall show all major portions of the Work, the estimated dates on which the Contractor shall start each portion of the Work, and the contemplated dates for completing each portion of the Work or the approximate percentage of the Work or portions of the Work scheduled for completion at any time.

B. Unless agreed to by the City, the progress schedule shall be updated and submitted to the City with each Progress Payment request or when requested by the City. All schedule updates or revisions shall show the effects of any occurrence upon which the Contractor will base a notice of potential claim or has based any, and shall expressly call the City's attention to those effects. A revised or updated schedule shall be submitted within ten (10) Working Days of an City request. The Contractor shall submit three (3) copies plus an electronic copy of each update.

C. The Contractor shall carry out the various elements of the Work concurrently, as is practicable, and shall not defer construction of any portion of the Work in favor of any other portion, without the express written approval of the City.

D. Upon the occurrence of an event that impacts the project completion date (Time Impact), the Contractor must submit a separate Time Impact Analysis (TIA) for all delays for which it will be seeking a time extension. The Contractor must not incorporate any delays or change activities into a monthly schedule update without City review and approval of a submitted TIA. Upon review and acceptance by the City the proposed TIA must be incorporated into the next monthly schedule update.

E. Despite the submission of a progress schedule, the Contractor shall be governed by the direction of the City if, in the judgment of the City, it becomes necessary to accelerate the Work or any part thereof or cease work at any particular point and concentrate the Contractor's forces at such other point or points, with the intent of preventing delays.

1.04 CRITICAL PATH METHOD (CPM) SCHEDULE

A. In addition to the initial progress schedule required by the previous Section, the Contractor shall submit a practicable Critical Path Method (CPM) network schedule within thirty (30) days of receipt of the executed Agreement. Unless otherwise agreed to by the City, the latest version of Primavera P6 shall be used. The CPM network diagram shall be time-scaled and include printouts showing the mathematical analysis of the CPM network diagram. Activities shall include, but not be limited to, construction activities, procurement activities, submittal review and approval activities, cure times, and any other activities by the Contractor, the City, or any other entity that may impact the Work. Submittal and procurement activities shall include major materials and construction methods, including sheet piles, culverts removal, earthwork materials, erosion control products, and related installation plans. The following information shall be shown for each activity:

1. Unique number(s) for each activity.

2. Activity description.

3. Activity relationships and dependencies (logic).

4. Activity duration in Working Days.

5. Early start, early finish; late start, late finish dates (calendar date, i.e., day, month, year).

6. Total float, free float.

7. For completed activities: actual start dates, actual finish dates, duration, and logic.

8. Interim milestone dates and completion dates.

9. Detailed list of work contained within each activity.

10. Manpower loading for each item of work for unit price agreements.

11. Cost loading for each item of work for lump sum agreements, which will be the "Schedule of Values" and the basis for periodic Progress Payments.

B. All activity calendars must be in Calendar Days. No more than 50 percent of construction schedule activities can be shown as critical or near critical. Near critical is defined as the longest path plus 21 Calendar Days total float. The Critical Path must be clearly shown and based upon the longest path through the network logic of necessarily related predecessor and successor activities. All activities must have a minimum of one predecessor and one successor. Schedule activity constraints cannot be used unless authorized by the City.

C. The Contractor shall submit three (3) full-size paper copies, a P6 electronic file and a pdf file of each CPM schedule. Updates to the CPM schedule shall be submitted with each Progress Payment request, when Agreement events are changed, or within ten (10) Working Days of an City request. The Contractor's Progress Payment request for Lump Sum Agreements (schedules that are Cost Loaded) must be generated from and correspond to the Monthly Schedule Update. A narrative describing the general status of the Work and addressing any problem areas or delays shall be submitted with each revision or update, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered.

D. Upon the occurrence of an event that impacts the project completion date (Time Impact), the Contractor must submit a separate Time Impact Analysis (TIA) for all delays for which it will be seeking a time extension. The Contractor must not incorporate any delays or change activities into a monthly schedule update without City review and approval of a submitted TIA. Upon review and acceptance by the City, the proposed TIA must be incorporated into the next monthly schedule update.

E. All schedule updates or revisions shall show on the critical path the effects of any occurrence upon which the Contractor has based a notice of potential claim or will base any claim and shall expressly call the City's attention to the effects. A resource leveled/constrained schedule will not be accepted for the determination of critical path impacts.

1.05 FLOAT

A. Float in any activity, milestone completion date, and/or Agreement completion date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

B. Unless otherwise provided herein, float is synonymous with total float. Total float is the period of time measured by the number of Calendar Days (as specified in the Agreement) each non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date of the work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the project itself.

C. Acceptance of a Baseline Schedule, Monthly Update(s), or Revised Schedule, which is based on less time than the maximum time allowed for milestone or Agreement completion, does not serve to change any agreement duration, nor does it serve as a waiver of either the Contractor's or City's right to utilize the full amount of time specified in the Agreement. As such, liability for delay of the project completion date rests with the party actually causing delay to the project completion date. For example, if Party A uses some, but not all, of the float time and Party B later uses the remainder of the float time as well as additional time beyond the float time, Party B shall be liable for the costs associated with the time that represents a delay to the project's completion date. Party A would not be responsible for any costs since it did not consume all of the float time and additional float time remained, and the Project or milestone completion date was unaffected.

D. Should the Contractor submit any schedule reflecting a Forecasted Project Completion Date earlier than the Agreement Completion Date, the difference must be shown on a schedule activity titled “Project Float.” Should the Contractor not show this time as Project Float, a Contract Change Order will be issued adjusting the Agreement Completion Date to the new Forecasted Project Completion Date.

E. The Contractor shall not use any method to sequester float for its exclusive use. Sequestration of float is a basis for schedule rejection.

1.06 SCHEDULE ACCEPTANCE

A. The City will review the baseline schedule, monthly schedule updates or proposed schedule revisions, and any other schedule related data, for conformance to the Agreement within 15 Working Days of receipt. All schedule related submittals shall be resubmitted within 10 Working Days of receiving City comments. City review and acceptance of any baseline schedule, update, revision, or any other schedule-related data does not relieve the Contractor of responsibility for the feasibility of the schedule, completion of any omitted work scope, or requirements for accomplishments of milestones and completion within Agreement Time. The City review and acceptance does not warrant or acknowledge the reasonableness of the schedule’s logic, durations, labor estimates, or equipment productivity.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 32 23

SURVEY AND FIELD ENGINEERING

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Field engineering to establish lines and grades for the Work.

B. Related Sections:

1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any Contractor's Work.

3. The following Sections are related to the Work described in this Section. This list of Related Sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents.

1.02 QUALITY ASSURANCE

A. The Contractor's Surveyor shall be a land surveyor registered in California or civil engineer qualified and licensed in California with at least five (5) years survey experience of similar projects.

B. Dimensions for all existing structures, piping, paving, and other nonstructural items are taken from the available information during the Owner's planning and design. The Contractor shall field verify all dimensions and conditions in advance of any construction in the area. Any discrepancy between the field survey by the Contractor and the information indicated in the Contract Documents shall be immediately brought to Construction Manager's attention by written notification. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

C. Accuracy of the Contractor's stakes, alignments and grades may be periodically and randomly checked by the Construction Manager. If requested by the Construction Manager, the Contractor shall supply field labor as required, at no extra charge to the Owner, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor. This shall

include postponing parts of the Work affected by survey check, moving materials and equipment that interfere with a clear line of sight between horizontal control points and the construction work. The Contractor is not to assume that Construction Manager's check substitutes or complements the Contractor's required field quality control procedures.

1.03 CONSTRUCTION STAKES, LINES, AND GRADES

A. Execute the Work in accordance with the lines and grades indicated.

B. Make distances and measurements on horizontal planes, except elevations and structural dimensions.

1.04 SURVEY REFERENCE POINT

A. Basic reference line, a beginning point on basic reference line, and a benchmark will be provided by City.

B. From these reference points, establish other control and reference points as required to properly lay out the Work.

C. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction:

1. Make no changes or relocations without prior written notice.

2. Replace Project control point, when lost or destroyed, in accordance with original survey control.

D. Set monuments for principal control points and protect them from being disturbed and displaced.

1. Re-establish disturbed monuments.

2. When disturbed, postpone parts of the Work that are governed by disturbed monuments until such monuments are re-established.

1.05 PROJECT SURVEY REQUIREMENTS

A. Assume responsibility for accuracy of stakes, alignments, and grades by performing verifications and checking in accordance with standard surveying practice.

B. Contractor to furnish Construction Manager one copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

1.06 RECORD DOCUMENTS

A. Prepare and submit Record Documents as specified in Section 01 70 00.

B. Maintain complete, accurate log of control points and survey.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies progress photographs to be provided for pre-construction, during construction, and post-construction.

1.02 SUBMITTALS

A. The contractor shall be responsible for submission of videos and photographs to be taken during Pre-construction, Construction, and Post-construction, as indicated in this Section.

1.03 DIGITAL IMAGES

A. All phases of the Project including preconstruction, construction progress, and post construction shall be documented photographically.

B. The Construction Manager shall have the right to select the subject matter and vantage point from which photographs are to be taken.

C. Archive images using a commercially available photo management system or DCMS.

D. Label each photo with the following information:

1. Project name
2. City’s name
3. Date images were taken
4. Contractor’s name
5. Brief description of photos

E. All photographs shall be digital.

F. When supported by the camera’s functionality, the date stamp shall be displayed on each image.

G. All photographs shall be stored in .jpeg file format. The file name for each digital photograph shall include a brief description of location and equipment shown.

1.04 PRECONSTRUCTION PHOTOGRAPHS

A. Before construction may start and before the Contractor may begin any work that may cause site disturbance, Contractor shall provide and deliver to the Construction Manager digital photographs to provide site coverage via emails or share-drives (OneDrive, DropBox, etc.) with proper labeling.

B. Photographs shall be acceptable to the Construction Manager prior to commencing work.

C. Preconstruction photographs of the site and any adjacent areas may serve as a basis for determining subsequent damage due to the Contractor's operations.

1.05 PRE-CONSTRUCTION VIDEO

A. Prior to commencement of construction, the Contractor and the Construction Manager, shall survey the site including all entrance roads, parking and storage areas and any other areas that will be affected by construction, and record existing facilities and conditions. Video must be in digital format with adequate resolution to produce sharp and clear images with accurate colors and free of distortion. Audio commentary shall be provided describing the areas and items viewed and direction with additional commentary as requested by the Construction Manager.

B. Video-audio recording shall be acceptable to the Construction Manager prior to commencing work.

1.06 POST CONSTRUCTION PHOTOGRAPHS

A. Upon issuance of Final Completion, the Contractor shall provide and deliver to the Construction Manager as many digital still photographs as necessary via email or share-drives (OneDrive, DropBox, etc.) with proper labeling.

B. These photographs should be identical or similar to the subject matter and vantage point as the photographs taken during preconstruction. These photos may be compared to preconstruction images to determine subsequent damage due to Contractor's operations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures.

B. Construction Progress Schedules.

C. Proposed Product List.

D. Product Data.

E. Use of Electronic CAD Files of Project Drawings.

F. Shop Drawings.

G. Samples.

H. Other Submittals.

I. Test Reports.

J. Certificates.

K. Manufacturer's Instructions.

L. Contractor Review.

M. Engineer Review.

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with an Engineer-accepted form.

B. Assign each submittal a unique number. Clearly note the submittal numbers on the transmittal. Number each submittal with the identifying specification section, followed by a sequential number that represents the Contractor's assigned number of 01, 02, et cetera. Resubmittals shall be numbered by adding a dot (.) and 01, 02, 03, et cetera to the original submittal number, depending on the number of times the submittal has been resubmitted. For example: if Submittal 033000-01 requires a resubmittal, the first resubmittal will bear the designation

"033000-01.01" and the second resubmittal will bear the designation "033000-01.02" and so on.

C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project and submit electronic submittals via CMIS as PDF electronic files. Coordinate submission of related items.

F. For each submittal for review, allow 15 working days.

G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

1. Variations from Contract requirements require City approval and will be considered where advantageous to the City. Acceptance of a submittal containing variations that are not specifically noted as such by the Contractor shall not constitute a change to the Contract Documents.

2. Discussion with the City prior to submission will help ensure that functional and quality requirements are met and will minimize rejections and resubmittals.

H. Allow space on submittals for Contractor and Engineer review stamps.

I. When revised for resubmission, identify changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

K. Submittals not requested will not be recognized nor processed.

L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.03 CONSTRUCTION PROGRESS SCHEDULE

A. Comply with Section 01 32 16 - Construction Progress Schedule

1.04 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit electronic submittals via CMIS as PDF electronic files.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.05 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.

B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:

1. Use of files is solely at receiver's risk. The Engineer or the City does not warrant accuracy of files. Receiving files in electronic form does not relieve the receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify the Engineer of discrepancy and use information in hard-copy Drawings and Specifications.

2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. The Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with

references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold the Engineer or the City responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.

5. Receiver shall understand that even though the Engineer and the City have computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.

6. Receiver shall not hold the Engineer or the City responsible for such viruses or their consequences, and shall hold the Engineer and the City harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.06 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.

1. Include signed and sealed calculations to support design.

2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.

3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit electronic submittals via CMIS as PDF electronic file.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.07 SAMPLES

A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:

1. Submit to Engineer for aesthetic, color, and finish selection.

2. Submit Samples of finishes, textures, and patterns for Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

D. Include identification on each Sample, with full Project information.

E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.

F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to the “Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.08 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.

B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for City.

C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.09 TEST REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for City.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.11 MANUFACTURERS' INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for City.

B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting them to Engineer.

B. Contractor: Responsible for:

1. Determination and verification of materials including manufacturer's catalog numbers.

2. Determination and verification of field measurements and field construction criteria.

3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.

4. Determination of accuracy and completeness of dimensions and quantities.

5. Confirmation and coordination of dimensions and field conditions at Site.

6. Construction means, techniques, sequences, and procedures.

7. Safety precautions.

8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.13 ENGINEER REVIEW

A. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comments.

B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

C. Submittal review does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 33 10

REQUEST FOR INTERPRETATION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

A. Contractor shall prepare a Request for Interpretation (RFI) when additional information, clarification or interpretation of the Contract Documents is needed. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions. "Request for Interpretation" and "Request for Information" shall have the same meaning.

B. RFIs shall be submitted to the Construction Manager sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a RFI response shall be at the risk of Contractor.

C. RFIs generated during submittal and shop drawing preparation must be submitted by the Contractor sufficiently in advance to not only allow for investigation and preparation of a response, but also for inclusion of the response into the submittal and shop drawing. Failure by the Contractor to provide sufficient time will not be cause for entitlement to a time extension.

D. RFIs shall not be used for submittals or for substitutes of material, equipment or for waiving requirements.

1.02 SUBMITTALS

A. Each RFI shall deal with only one topic, item, issue or system.

B. RFIs should clearly describe the problem and specifically state what is needed. Relevant portions of the Contract Documents shall be cited, marked up and attached.

C. The Contractor shall review each RFI before submitting and compare it with the Contract Documents to verify that a response is required. RFIs will only be accepted from the Contractor and not from subcontractors or suppliers.

D. A recommendation or proposed solution may be included when appropriate or expedient.

E. Known schedule or cost impacts shall be noted in the RFI.

1.03 RESPONSE

A. The Construction Manager will normally respond within fifteen (15) working days. The Contractor shall indicate a priority for responses if more than five (5) RFIs are pending at the same time.

B. The Contractor shall reply within 15 working days if there is disagreement concerning the RFI response.

C. Subsequent resubmittals shall be identified with the same RFI number and a consecutive letter designation. Resubmittals shall clearly state the reason for resubmitting.

D. RFIs will not be recognized or accepted, if in the opinion of the Construction Manager, one of the following conditions exists:

1. The Contractor submits an RFI as a submittal.

2. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thoroughly reviewing the documents. In this case, the Contractor shall be responsible for both the Construction Manager's and Design Consultant's administrative costs to process the RFI. Such costs may be deducted from the Contractor's progress payments.

3. The Contractor submits the RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or be taken as an isolated portion of the Contract Documents in part rather than whole.

4. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of work or related trades.

E. The City's review shall not relieve the Contractor from the responsibility for a variation from the requirements of the Contract Documents unless the Contractor has in writing called attention to each such variation at the time of each RFI submittal and Construction Manager has given written approval of each such variation by specific written notation thereof incorporated in the RFI review; nor will any review by City relieve Contractor from responsibility for compliance with the requirements for careful review above.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Quality control.

B. Tolerances.

C. References.

D. Labeling.

E. Testing and inspection services.

1.02 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer and City at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.05 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:

1. Model number.

2. Serial number.

3. Performance characteristics.

C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.06 TESTING AND INSPECTION SERVICES

A. The City's Field Representative will be responsible for inspection.

B. The City reserves the right to test any of the Contractor's work.

C. The City will employ and pay for specified services through City's staff or an independent firm to perform testing and inspection as specified in section 01 45 33 Special Inspections and Procedures.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Documents. The Contractor's Quality Control shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. The site project superintendent shall be held responsible for the quality of work on the job and is subject to removal by the City for non-compliance with the quality requirements specified in the Contract. The site project superintendent in this context shall be the highest-level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall always maintain a physical presence at the site, except as otherwise acceptable to the City, and shall be responsible for all construction and construction-related activities at the site.

PART 2 – PRODUCTS (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 41 00

REGULATORY REQUIREMENTS AND PERMITS

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by any local, state, or federal agencies to perform work, construct, erect, test and start-up of any equipment or facility for this Contract. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

B. Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as being obtained and paid for by the City shall be included in the Contractor's Bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.

C. The Contractor shall obtain and pay for all construction permits and licenses necessary for the performance of the Contract that have not been provided by the City, and shall give all public notices necessary for the lawful performance of the Contract. All permits, licenses, and other authorizations shall be obtained in sufficient time to prevent delays to the work; and a copy of each permit, license, or other authorization shall be submitted to the Construction Manager.

D. The Contractor is responsible for obtaining all environmental permits or use permits required for easements to land being used for the Contractor’s own convenience. Any delays to the Project resulting from the lack of these additional permits or the Contractor’s failure to follow permit requirements will not be the responsibility of the City and the Contractor will not be granted any extension of time or additional compensation for such delays.

E. Where permits and/or licenses require subsequent contingent permits, inspections, or other actions, the Contractor shall comply with these requirements at no additional cost to the City, except that the inspection fees charged by regulatory or permitting agencies shall be paid by the City. However, if the inspection fee is due to noncompliance with the permit requirements, such inspection fee shall be paid by the Contractor.

F. The Contractor shall post at the site of Work all required permits as stipulated by the respective regulatory agency.

1.02 LOCAL AGENCY AND PERMITS

A. The City is not responsible for any local agency or utility permits required for temporary facilities during construction such as field office trailers and temporary electrical service for construction operations. Obtaining all such permits and the costs associated with such permits are the responsibility of the Contractor and shall be included in the Contractor's Bid Price.

1.03 UTILITY FEES AND PERMITS

A. The City will pay for electrical, telephone, gas and other utility-company design, engineering, connection, and relocations fees imposed by various companies for the work. Payment of fees by the City shall not relieve the Contractor of the responsibility to obtain and coordinate permits and comply with all utility company requirements. All permits, licenses, and other authorizations shall be secured in sufficient time to prevent delays to the work.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Archaeological, Paleontological, and Cultural Resources

1. The Contractor shall comply with the provisions in the Specifications and the additional requirements herein.

2. Project personnel shall not collect archaeological or paleontological material found on the project site.

3. In the event that a cultural or paleontological resource is inadvertently discovered during Project activities, work must be halted within 100 feet of the find and a qualified archaeologist or paleontologist notified immediately so that its potential significance can be assessed. Construction activities may continue in other areas, but may not resume in the area of the find until the lead agency provides written permission. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted and would be discussed in consultation with the lead agency affiliated tribal organizations, and any other relevant regulatory agencies or invested parties, as appropriate.

1.05 PERMITS TO BE OBTAINED BY THE CONTRACTOR

A. State of California Department of Industrial Relations Occupational Safety and Health Administration (Cal/OSHA) – Construction Activities Permit. The Contractor shall obtain a Construction Activity Permit from Cal/OSHA for excavations and pipeline trenches greater than five (5) feet deep into which construction personnel will enter. To obtain the permit, the Contractor shall schedule and attend a safety permit conference with the nearest Cal/OSHA

City office. At the conference, the Contractor shall provide enough project details that Cal/OSHA can make a determination that the work will be performed safely.

B. Sacramento Air Quality Management District. The Contractor shall comply with all applicable District Rules and Regulations. Permits required for the installation of the standby generators will be obtained by the Contractor.

1.06 PERMIT-REQUIRED INSPECTION COSTS

A. Contractor shall pay the cost of inspection by Permit Issuer for work that is required by permit conditions to be performed on weekends or outside normal working hours. See individual permits for inspection requirements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 42 13

Abbreviations and Acronyms

1.01 **LIST OF ABBREVIATIONS.** This section defines abbreviations that are commonly used in the Contract Documents. It is not intended to be all inclusive, refer to the Contract Documents for specific defined abbreviations and symbols. Whenever a reference is made in the Contract Documents to a specification or test designation either of the A.S.T.M., the A.A.S.H.T.O., the A.W.W.A., the Federal Specifications, or any other recognized national organization or State of California agency, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification or test designation in effect on the day the Notice Inviting Bids for the Work was dated. Abbreviations for standards and organizations commonly used in the Contract Documents are defined as follows:

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
AC	Asphalt Concrete
ACP	Asbestos Concrete Pipe
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gage

AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CICP	Construction Incentive Change Proposal
CIH	Certified Industrial Hygienist
CIP	Cast-In-Place
CL	Centerline
CMU	Concrete Masonry Unit
CCO	Contract Change Order
CPL	Contractor's Pollution Liability
CPM	Critical Path Method
CRM	Crumb Rubber Modifier
CSI	Construction Specifications Institute
CSSP	Contract Specific Safety Plan
CSWP	Code of Safe Work Practices
CY	Cubic Yards
DEWR	Daily Extra Work Report
DBE	Disadvantaged Business Enterprise

DI	Drop Inlet
EA	Each
ETW	Edge of the Traveled Way
ESCP	Erosion and Sediment Control Program
EP	Edge of Pavement
F	Fahrenheit
FHWA	Federal Highway Administration
FRAQMD	Feather River Air Quality Management District
FS	Federal Specifications
HDPE	High Density Polyethylene
HECP	Hazardous Energy Control Plan
ICC	International Code Council
IIPP	Injury Illness Prevention Program
Inv	Invert
ISA	International Society of Arboriculture
ISO	Insurance Services Office
ITE	Institute of Transportation Engineers
LB	Pound
LF	Linear Feet
LS	Lump Sum
M&O	Maintenance and Operations
MUTCD	Manual on Uniform Traffic Control Devices – latest California version

NESHAP	National Emission Standards for Hazardous Air Pollutants
NBFU	National Board of Fire Underwriters
NCHRP	National Cooperative Highway Research Program
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOAA	National Oceanic and Atmospheric Administration
NOPC	Notice of Potential Claim
NPDES	National Pollution Discharge Elimination System
NPT	National Pipe Thread Taper
NSF	National Sanitation Foundation
NTP	Notice to Proceed
O&M	Operation and Maintenance
OSHA	Occupational Safety and Health Act
PCC	Portland Cement Concrete
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
PSI	Pounds Per Square Inch
PSIG	Pounds Per Square Inch, Gauge
QA	Quality Assurance
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner

RFI	Request for Information
RSP	Rock Slope Protection
RWQCB	Regional Water Quality Control Board
SD	Storm Drain
SDS	Safety Data Sheets
SF	Square Foot/Feet
SMAQMD	Sacramento Metropolitan Air Quality Management District
SPCC	Spill Prevention Control and Countermeasure
SPCP	Spill Prevention and Control Plan
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIA	Time Impact Analysis
Title 8 Regulations	Title 8 (Construction Safety Orders) of the California Code of
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
TSO	Tunneling Safety Orders
TSP	Tunnel Safety Plan
TSSP	Task Specific Safety Plan

TTB	Temporary Traffic Barrier
Typ.	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition adopted by Agency)
USBR	United States Bureau of Reclamation
UMC	Uniform Mechanical Code (latest edition adopted by Agency)
UPC	Uniform Plumbing Code (latest edition adopted by Agency)
U.S.C.	United States Code
VELB	Valley Elderberry Longhorn Beetle
WCLA	West Coast Lumbermen's Association
WDID	Waste Discharge Identification Number
WIC	Woodwork Institute of California
WPCM	Water Pollution Control Manager
WPCP	Water Pollution Control Program
WSP	Welded Steel Pipe

**** END OF SECTION ****

SECTION 01 45 00

QUALITY CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section specifies administrative and procedural requirements for quality control services, field inspections and field testing of civil and structural constructs required for this project. The Contractor is responsible for the quality assurance and quality control of their respective work.

1.02 REFERENCES

A. This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Request for Proposals (or on the effective date of the Agreement if there were no Proposals). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization, or if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued, or replaced.

Reference	Title
ASTM C102	Practice for Laboratories Engaged in the Testing of Building Sealants.
ASTM C802	Practice for Conducting an Inter-Laboratory Test Program to Determine the Precision of Test Methods for Construction.
ASTM C1093	Practice for Accreditation of Testing Agencies for Unit Masonry.
ASTM D3740	Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and

	Construction.
ASTM D4561	Practice for Quality Control Systems for an Inspection and testing Agency for Bituminous Paving Materials.
ASTM E329	Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
CBC	2016 California Building Code

1.03 CONTRACTOR RESPONSIBILITIES

A. Monitor quality assurance over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Coordinate with, schedule specified inspections by and provide normal and customary assistance to the QCS Inspectors.

C. Comply fully with manufacturers' instructions, including each step in sequence.

D. Should manufacturers' instructions conflict with Contract Documents, request clarification before proceeding from Construction Manager.

E. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

F. Perform work by qualified people to produce workmanship of specified quality.

1.04 REGULATORY REQUIREMENTS

A. General:

1. Comply with all Federal, State, and local Codes as referenced herein. Such regulations apply to activities including, but not limited to, sitework and zoning, building practices and quality, on and offsite disposal, safety, sanitation, nuisance, and environmental quality.

B. Special Inspection:

1. The City will retain and pay for an independent company to conduct required Special Inspection. The Contractor is responsible for completing corrective actions identified through the inspections at no additional cost to the City.

2. The Contractor shall provide a minimum 72-hour notice to the City prior to any work that requires special inspection.

3. A Final Report of Special Inspections signed by the responsible engineer of the special inspection agency documenting required special inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (CBC Section 1704.3). The Final Report shall document required special inspections performed and correction of discrepancies noted in inspections.

4. Special Inspection is in addition to, but not replacing, other inspections and quality control requirements herein. Where sampling and testing required herein conforms to Special Inspection standards, such sampling and testing need not be duplicated.

C. Structural Observation:

1. Engineer shall make visual inspections of the work to assess general conformance with the Contract Documents at significant construction stages and at completion of the structural system. The QCS shall include a preliminary set of Structural Observations and what items are expected to be observed. Contractor shall request this preliminary set from Engineer through Construction Manager and submit as part of their QCS submittal.

2. The following structural milestones shall be considered significant construction stages:

   a. Structure fills and sheet piling.

   b. Foundations prepared for concrete placement, including monolithic slabs on grade.

   c. Preparation of concrete prior to placement.

1.05 FIELD SAMPLES PROCEDURES

A. When field samples are specified in a unit of work, construct each field sample to include work of all trades required to complete the field sample prior to starting related field work. Field samples may be incorporated into the project after acceptance by the Construction Manager. Remove unacceptable field samples when directed by the Construction Manager. Acceptable samples represent a quality level for the work.

1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, product suppliers or manufacturers shall provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to provide instructions when necessary. The Contractor shall submit qualifications of observer to Construction Manager 30 days in advance of required observations. QCS Inspector shall record observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

1.07 JOB SITE CONDITIONS

A. Schedule to ensure all preparatory work has been accomplished prior to proceeding with current work. Proceeding with the work constitutes acceptance of conditions. Allow adequate time for materials susceptible to temperature and humidity to "stabilize" prior to installation. Establish and maintain environmental conditions (i.e., temperature, humidity, lighting) as recommended by the various material manufacturers for the duration of the work.

1.08 SUBMITTAL

1. The following information shall be provided in accordance with Section 01 33 00, Submittal Procedures: A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (□) shall denote full compliance with a paragraph. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Engineer shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

2. Written description of Contractor's proposed QCS plan in sufficient detail to illustrate understanding and approach. The QCS plan and submittal shall include a log showing anticipated inspections, Special Inspections, and source and field Quality Assurance procedures. Preliminary submittal of the QCS plan may be made prior to commencing field work. The preliminary submittal will illustrate the project's initial three (3) months' work, and be followed one month later by a final QCS plan submittal.

3. Contractor's proposed QCS Supervisor, qualifications, and if requested, references.

4. Preliminary structural observation set as described in paragraph 1.05 Structural Observation.

5. Complete structural system information describing Contractor designed structural systems, including sealed calculations, shop and erection drawings, product literature for the various components, ICBO Evaluation Reports for structural components, and a discussion of risk issues associated with the proposed system which could adversely impact overall project completion.

6. If requested by the Construction Manager during the work, manufacturer's field services and reports. If not so requested, treat same as Product Data.

PART 2 – PRODUCTS

2.01 SOURCE QUALITY CONTROL

A. Contractor Responsibilities:

1. Provide source quality control according to the reviewed and accepted QCS plan and paragraph 1.04 herein. Coordinate with Construction Manager to facilitate the work of the Testing Laboratory and Special Inspectors. Provide ready access to sampling and inspection locations and incidental labor customary in such sampling and inspections. Timely prepare and submit submittals, and revise as indicated by review comments. Comply with technical requirements in each specification Section that applies to the work.

B. Construction Manager Responsibilities:

1. Review Contractor's tracking of QCS activities at monthly meetings. Facilitate completion of submittal review per Section 01 33 00, Submittal Procedures. Assist Contractor to ensure that Special Inspection occurs where and when specified.

C. Acceptance Criteria:

1. Acceptable characteristics and quality of a particular item or construct is defined in that items or construct's specification Section.

2.02 PRODUCT DATA

A. The following product data shall be provided in accordance with 01 33 00 - Submittal Procedures.

1. Manufacturers' field services and reports unless requested by Construction Manager to be submitted for review.

2. Special Inspection reports, unless otherwise directed in each technical specification Section.

PART 3 – EXECUTION

3.01 FIELD QUALITY CONTROL

A. Field quality control responsibilities of the Contractor and the City are substantially the same as described in paragraph 2.01, with the exception that this work occurs primarily on the jobsite as the work progresses, and Special Inspection will occur more often than at the source.

B. Compaction testing and testing of concrete shall be provided by the City at no cost to the Contractor unless the initial testing fails in which case the cost to retest shall be borne by the Contractor.

C. Acceptable characteristics and quality of a particular item or construct is defined in that items or construct's specification Section.

3.02 REGULATORY COMPLIANCE – SPECIAL INSPECTIONS

A. The following types of work require Special Inspection according to Chapter 17 of the IBC and each system's specification Section:

1. Structure Fill.

2. Sheet piling.

3. Structural concrete and reinforcing.

3.03 CORRECTION OF DEFECTIVE WORK

A. Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Price or Contract Time. Acceptance of Defective Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work. Should the City determine that it is not feasible or in the City's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between the City and Contractor. If an equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with the Contract Documents. The City and the City's consultants disclaim all responsibility for Work produced not in conformance with the Drawings and Specifications. Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to the City's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. A. General Requirements.

B. Temporary facilities.

C. Temporary Utilities:

1. Temporary sanitary facilities.

D. Construction Facilities:

1. Vehicular access.

2. Progress cleaning and waste removal.

3. Traffic regulation.

E. Temporary Controls:

1. Barriers.

2. Enclosures and fencing.

3. Security.

4. Water control.

5. Dust control.

6. Erosion and sediment control.

7. Noise control.

8. Pollution control.

9. Storm water quality control.

F. Removal of utilities, facilities, and controls.

1.02 GENERAL REQUIREMENTS

A. Site Plan

1. The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, avenues of ingress/egress to the fenced area, details of fence installation, and security details. Any areas that may have to be graveled to prevent the tracking of mud shall also be identified. The site plan shall include a layout for all temporary offices, sanitary facilities, storage buildings, storage yards, temporary water service and distribution, equipment fueling, and temporary power service and distribution.

2. If supplemental sites are determined to be necessary, they must be near the project and the Contractor must make all arrangements including, but not limited to, clearance of non-sensitive archeological and environmental sites at the Contractor's expense. Supplemental sites must be approved by the City prior to use.

B. Identification of Employees

1. The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the City. Prescribed identification shall immediately be delivered to the City for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the Project. The Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

C. Site Access

1. Site access to the Project area shall be limited to the locations shown on the Drawings.

2. Use of the access points will be limited to trucks and other vehicles that can safely use access without requiring upgrades to existing driveways and ramps that lead to the levee crowns from the roads. Traffic control shall be provided at all points of ingress and egress in accordance with the approved Traffic Control Plan.

D. Employee Parking

1. Contractor employees shall park vehicles, excluding construction equipment, in designated staging areas, or in other locations approved in

advance by the City. Wherever possible, these areas shall be within walking distance of the construction site. Contractor employee parking shall not interfere with existing and established roadways and private property in the Project area.

E. Site Maintenance

1. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2. Waste material of any kind will not be permitted to remain on the Site of the Work or on adjacent streets. Immediately upon such materials becoming unfit for use in the Work, they shall be collected, carried off the Site and disposed of by the Contractor. Paper and trash that can be carried by wind shall be placed in sealed containers.

3. The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Construction Manager.

4. If waste material, refuse, debris and/or rubbish are not so removed from the Project Site by the Contractor, the City reserves the right to have the waste material, refuse, debris and/or rubbish removed and the expense of the removal and disposal charged to the Contractor.

5. Paints, solvents, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.

1.03 TEMPORARY FACILITIES

A. Coordinate provisions and provide the following items as necessary for execution of the Work including associated costs:

1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.

2. Cleaning during construction.

3. Temporary sanitary facilities.

4. Construction aids.

5. Temporary dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.

6. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.

7. Temporary tree and plant protection.

8. Temporary provisions for protection of installed Work.

1.04 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide facilities at time of Project mobilization.

B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.05 VEHICULAR ACCESS

A. Provide unimpeded access for emergency vehicles within public rights of way.

1.06 SAFETY AND MANAGEMENT OF TRANSIENT POPULATION

A. The Contractor shall be responsible for the safety of the public during the course of construction. In particular, the project site is a known location of a substantial transient population. Prior to the commencement of construction activities, the Contractor shall submit a plan depicting proposed phasing, signage, fencing, and other protective measures to provide for the safety of the public and transient community. The Contractor shall work with local law enforcement and Sacramento Steps Forward during the course of construction.

B. The plan shall include the following:

1. Work zones in which the transient population shall be excluded during the various phases of construction.

2. Exclusionary fencing locations.

3. Proposed signage to be placed, including frequency of signage.

4. Locations within the project limits that shall remain open to the public during periods of non-construction activity during various phases of construction.

5. Identification of public access and path of travel during various phases of construction.

C. The Contractor shall provide a minimum of seven calendar days' notice via posted signage and public outreach prior to requesting enforcement of relocation of transient persons from the excluded phases of the work.

1.07 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Collect and remove waste materials, debris, and rubbish from Site daily and dispose of off-Site. Comply with Section 017419 - Construction Waste Management and Disposal.

1.08 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing homes and buildings.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.09 SECURITY

A. A. Security Program:

1. Protect Work from theft, vandalism, and unauthorized entry.

2. Initiate program at Project mobilization.

3. Maintain program throughout construction period.

4. The Contractor shall take care to protect and operate the existing gates that control access to the Project right-of-way in conformance with the City requirements. These requirements include preventing passage through the gates of unauthorized persons and equipment during periods of Contractor use and locking the gates during non-construction periods.

1.10 WATER CONTROL

A. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

1.11 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into the atmosphere.

1.12 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.13 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.14 STORM WATER QUALITY CONTROLS

A. General

1. The 1972 amendments to the Federal Water Pollution Control Act established the National Pollutant Discharge Elimination System (NPDES) permit program to control discharges of pollutants from point sources. The 1987 amendments to the Clean Water Act (CWA) created a new section of the CWA devoted to storm water permitting (Section 402(p)). The EPA has delegated permitting authority to the State Water Resources Control Board (SWRCB). The SWRCB issues both general and individual permits. Construction activities are regulated under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity (General

Permit) provided the total amount of ground disturbance during construction is greater than or equal to 1 (one) acre. The appropriate Regional Water Quality Control Board (RWQCB) enforces the General Permit. Coverage under a General Permit requires the submission of a Notice of Intent (NOI) with the appropriate fee, annual compliance reports, a Notice of Termination (NOT) and preparation of a storm water pollution prevention plan (SWPPP).

2. Construction activity includes, but is not limited to clearing, grading, demolition, excavation, construction of new structures, pipelines and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. This includes construction roads, staging areas, storage areas, stockpiles, and any off -site areas which receive run-off from the construction project such as discharge points into a receiving water.

B. Fines

1. If a violation of the permit is due to the Contractor's actions or inactions and a fine is assessed; the Contractor shall be responsible for the fine.

C. Water Pollution Control Program

1. The Contractor shall submit a Water Pollution Control Program (WPCP) to the City for approval. The WPCP shall conform to the requirements in the Clean Water Act and these special provisions.

2. The WPCP shall include water pollution control practices:

a. For storm water and non-storm water from areas outside of the job site related to construction activities for the contract.

D. Reporting Requirements

1. If the Contractor identified discharges into surface waters or drainage systems causing or potentially causing pollution or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City. The Contractor shall submit a written report to the City within 7 days of the discharge, notice, or order. The report shall include the following information:

a. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.

b. The water pollution control practices used before the discharge, or before receiving the notice or order.

c. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.

d. A maintenance schedule for affected water pollution control practices.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion.

B. Clean and repair damage caused by installation or use of temporary Work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.16 TREE AND PLANT PROTECTION

A. Temporary tree protection

1. The Contractor shall carefully protect existing trees from damage construction activities. Additional requirements for specific trees may be shown on the Drawings or designated in the Contract Documents.

2. Every reasonable effort shall be made to avoid creating conditions adverse to the tree's health.

a. The natural ground within the dripline of protected trees shall remain undisturbed.

b. The dripline area of protected trees shall be identified on the ground by a circle with a radius measurement from the trunk of the tree to the tip of its longest limb.

c. No limb shall be cut back in order to change the dripline measurement.

d. The area within the dripline is a critical area of the tree's root zone and defines the minimum protected area of each tree.

e. No vehicles, construction equipment, temporary buildings, supplies, materials or facilities shall be driven, parked, stockpiled or located within the dripline of protected trees.

f. No trees outside the construction limits shall be removed or damaged, unless authorized by the Construction Manager.

3. If a tree is damaged or destroyed by construction (other than those designated for removal), the Contractor shall replace it in species, size and grade with a healthy tree as directed by the Construction Manager. Where it is necessary to replace a tree damaged by construction, the Contractor shall bear all expenses required to establish the replacement tree and paying tree removal fees.

B. Cultivated areas and other surface improvements:

1. All landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored.

2. The Contractor shall minimize vegetation removal.

3. Areas shall not be cleared until construction activities require the work.

4. Erosion controls shall be in place prior to clearing and grading activities.

C. Other areas to be protected:

1. Environmentally sensitive areas are indicated in the environmental documents.

2. The Contractor shall erect a protective fence around the area to be protected.

3. The protective fence shall be 4 feet tall, international orange high density polyethylene resin (Visi-Barrier or equal).

4. Posts shall be heavy duty steel T-posts with corrosion resistant coating spaced at 5 feet on centers.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requirements Included:

1. Products.

2. Transportation and Handling.

3. Storage and Protection.

4. Substitutions and Product Options.

B. Related Requirements:

1. Section 01 33 00: Submittals: Submittal of Manufacturers' Certificates.

1.02 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Manufacturers' Recommendations:

1. Except as otherwise approved by the Engineer, determine and comply with manufacturer's recommendations on product handling, storage and protection.

a. Maintain packaged materials with seals unbroken and labels intact until time of use.

b. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.

2. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

3. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

1.04 JOB CONDITIONS

A. Storage and Protection:

1. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

2. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matters.

3. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions.

4. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

5. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the City.

B. Repairs and Replacements:

1. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the City.

2. Additional time required to secure replacements and to make repairs will not be considered to justify an extension in the Contract Time of Completion.

1.05 ALTERNATIVES

A. Product Options:

1. Within ten (10) days after date of Contract, submit complete list of major products proposed, with name of manufacturer, trade name, and model.

2. Options:

   a. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.

   b. Products Specified by Naming One (1) or More Manufacturers with a Substitute Paragraph: Submit a request for substitution for any manufacturer not specifically named.

   c. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; no options, no substitutions allowed.

   d. Products Specified by Naming Only One (1) Manufacturer: No options, no substitutions allowed.

B. Substitutions:

1. Within ten (10) calendar days after date of Contract, Contractor shall submit requests to the Engineer for consideration of substitutions.

2. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

3. Request constitutes a representation that Contractor:

   a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

   b. Will provide the same warranty for substitution as for specified product.

   c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

   d. Waives claims for additional costs that may subsequently become apparent.

4. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written requests, or when acceptance will require substantial revision of Contract Documents.

5. Engineer will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.

6. The Engineer can, at his option, require as a condition of acceptance of a substitution that the Contractor provides a credit to the City for the difference in cost of product(s) or components, or systems proposed as a substitution.

7. If, upon the Engineer's review of a substitution, it is determined by the Engineer that the substitution is not acceptable, for whatever reason, the Contractor shall supply the specified product or products.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 SHIPPING AND PROTECTION OF EQUIPMENT

A. Definition: For the purpose of this article, "equipment" means all mechanical devices, all electrical devices, all electronic devices, and all items with one or more moving parts.

B. Packing and Marking: All equipment shall be adequately and effectively protected against damage from moisture, dust, handling or other cause during transport from manufacturer's or supplier's premises to site. Each item or package shall be clearly marked with a fitting or distinguishing mark that shall be shown on the packing lists. Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of the equipment shall be delivered in assembled or sub-assembled units where possible.

C. Protection of Equipment After Installation: After installation, all equipment shall be protected as required. During construction, including finishing, all equipment that may be affected must be completely covered.

D. Delivery of Equipment: City personnel will not accept materials or equipment deliveries for the Contractor.

E. Security: Security of equipment stored by the Contractor is his responsibility. All losses or damage shall be replaced or repaired at the Contractor's expense.

**** END OF SECTION ****

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Close out procedures.

B. Project record documents.

C. Product warranties and product bonds.

D. Final Cleaning.

1.02 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete the following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:

1. Submit project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.

2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include a copy of the list with request for Certificate of Substantial Completion.

3. Deliver tools, spare parts, extra stocks of material, and similar physical items to the City.

4. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.

5. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to

the Engineer:

a. Written certificate that Work, or designated portion, is substantially complete.

b. List of items to be completed or corrected (initial punch list).

2. Within 7 days after receipt of request for Substantial Completion, the Engineer and the City will make inspection to determine whether Work or designated portion is substantially complete.

3. Should the Engineer determine that Work is not substantially complete:

a. The Engineer will promptly notify Contractor in writing, stating reasons for its opinion.

b. The Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to the Engineer.

c. Engineer will reinspect Work.

d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer inspection.

4. When the Engineer finds that Work is substantially complete, Engineer will:

a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and the City (final punch list).

b. Submit Certificate to the City and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

5. After Work is substantially complete, Contractor shall:

a. Allow the City occupancy of Project under provisions stated in Certificate of Substantial Completion.

b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete the following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:

    a. Contract Documents have been reviewed.

    b. Work has been examined for compliance with Contract Documents.

    c. Work has been completed according to Contract Documents.

    d. Work is completed and ready for final inspection.

    e. Final Record Documents are complete.

2. Submittals: Submit following:

    a. Final punch list indicating all items have been completed or corrected.

    b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

    c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.

    d. Accounting statement for final changes to Contract Sum.

    e. Contractor's affidavit of payment of debts and claims.

    f. Contractor affidavit of release of liens.

    g. Consent of surety to final payment.

3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.

2. Should Engineer consider Work to be incomplete or defective:

a. The Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.

b. The Contractor shall remedy stated deficiencies and send second written request to the Engineer that Work is complete.

c. The Engineer will reinspect Work.

d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.03 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications to the Contract.

5. Reviewed Shop Drawings, product data, and Samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by the City.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:

1. Manufacturer's name and product model and number.

2. Product substitutions or alternates used.

3. Changes made by Addenda and modifications.

F. Record Drawings: Legibly mark each item to record actual construction as follows:

1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.

2. Include locations of concealed elements of the Work.

3. Identify the depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.

4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.

5. Identify and locate existing buried or concealed items encountered during Project.

6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

7. Field changes of dimension and detail.

8. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.04 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in PDF electronic file.

F. Submit prior to final Application for Payment.

G. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with the City's permission, submit documents within ten days after acceptance.

2. Make other submittals within ten days after the date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual Specification Sections.

C. Verify that utility services are available with correct characteristics and in correct locations.

3.02 EXECUTION

A. Comply with manufacturers' installation instructions

3.03 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean Site: sweep paved areas, rake clean landscaped surfaces.

C. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Construction waste management plan.

1.02 PLAN REQUIREMENTS

A. Develop and implement construction waste management plan as approved by Engineer.

B. Intent:

1. Divert construction, demolition, and land-clearing debris from landfill disposal.

2. Redirect recyclable material back to manufacturing process.

3. Generate cost savings or increase minimal additional costs to Project for waste disposal.

1.03 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures contains requirements for submittals.

B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:

1. Transportation company hauling construction waste to waste processing facilities.

2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.

3. Construction waste materials anticipated for recycling and adaptive reuse.

4. On-Site sorting and Site storage methods.

1.04 CONSTRUCTION WASTE MANAGEMENT PLAN

A. Implement construction waste management plan at start of construction.

B. Review construction waste management plan at preconstruction meeting and progress meetings.

C. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.

D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE COLLECTION

A. Collect waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.

B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.

C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.

D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.02 CONSTRUCTION WASTE DISPOSAL

A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.

B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facilities. Obtain receipt for deliveries.

PART 4 - ADDITIONAL REQUIREMENTS (NOT USED)

**** END OF SECTION ****

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature:

Title: President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: