

CITY OF LAFAYETTE

**3675 Mt. Diablo Boulevard, Suite 210
(925) 284-1951
www.ci.lafayette.ca.us**



NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS

FOR

2024 STORM DRAIN PROJECT

Project No. 014-9744

Bid Opening Date

Tuesday, June 11th, 2024, 2:00 p.m.

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**CITY OF LAFAYETTE
CALIFORNIA**

BID PROPOSAL

2024 STORM DRAIN PROJECT

PROJECT NO. 014-9744

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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(SEE ATTACHED BID SCHEDULE)

- NOTES:
- All unit prices shall be considered the prices for providing a complete, in-place facility.
 - In the event of a discrepancy between the unit price and item total on the Bid Schedule, the unit price shall be used.

o o o

Bidder acknowledges the receipt of the following addenda to the drawings and specifications.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

o o o

2024 STORM DRAIN PROJECT
PROJECT NO. 014-9744
BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-12)	1	LS		
2	Traffic Control (SP-14)	1	LS		
3	Clearing and Grubbing, Vegetation and Tree Trimming (SP-16)	1	LS		
4	Remove Fence and Gate (SP-17)	8	LF		
5	Remove 36" Concrete Storm Drain Pipe (SP-17)	34	LF		
6	Remove Existing Concrete Splash Pad and Sackcrete (SP-17)	1	LS		
7	Remove Existing HDPE Pipe (SP-17)	18	LF		
8	Remove Sackcrete Collar (SP-17)	1	LS		
9	Install New 24" HDPE Pipe in Trench (SP-24)	24	LF		
10	Slip Line Concrete Pipe with 24" HDPE (SP-24)	112	LF		
11	Connect Private Drain Line to New HDPE Pipe with Inserta Tee (SP-24)	1	EA		
12	Install Rock Slope Protection (SP-28)	8	CU YDS		
13	Install 45 Degree 24" Pipe Fitting (SP-24)	1	EA		
14	Install Concrete Collar (SP-23)	1	EA		
15	Install Redwood Fence and Gate (SP-28)	8	LF		
	TOTAL BID				

BID ALTERNATE

ITEM NO.	ITEM DESCRIPTIONS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
10A	Slip Line Concrete Pipe with 24" HDPE, Grout Annular Space (SP-24)	112	LF		

Attention Bidders:

Bidders shall complete both the "Base Bid" and "Alternate Bid" in order to submit a responsive bid. The contract will be awarded on the basis of the lowest responsible bid for the Base Bid. The City will determine and reserves the right and discretion after the Bid Opening whether to include Alternate Bid item(s) per bid prices submitted by the contractor selected. The contractor shall honor said bid prices. The contractor will be advised of the addition at the pre-construction meeting.

Bidder agrees that in case of default in executing and returning the required contract and bonds within ten (10) calendar days after having received the contract, proceeds of the guarantee accompanying his bid will become the property of the City of Lafayette.

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In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	<u>DIR NUMBER</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

o o o

Bidder certifies that he is licensed in accordance with an act providing for the registration of Contractors as follows:

License No. _____ Class _____

o o o

Bidder certifies that he has not, nor have any of his or its agents, officers, representatives, or employees, been guilty of collusion with any officer or representative of the City of Lafayette or with any other party or parties in the submission of this Proposal; nor has said bidder received any preferential treatment by any officer or employee of the City of Lafayette in the matter of making or submitting this proposal. The undersigned declares under penalty of perjury that the foregoing is true and correct.

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Bidder certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

All bidders that have not had a contract with the City of Lafayette during the past three (3) years shall list below previous jobs that they have successfully completed and shall also show the amount of the contract therefor.

Name and Address of Agency or Individual for Whom Work was Done	Phone Number	Date Completed	Contract Price
1.			
2.			
3.			
4.			
5.			
6.			

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
Title Firm

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at

_____, _____, at _____
City State Date

By: _____
Signature

Name: _____
Printed or Typed

Date: _____

Title: _____

PROPOSAL GUARANTEE

BID BOND

2024 STORM DRAIN PROJECT

PROJECT No. 014-9744

KNOW ALL PERSONS BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto City of Lafayette, as Owner, in the penal sum of _____ dollars (\$) which is ten percent of the total amount bid by BIDDER to Owner for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to Owner for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of Owner.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2024.

BIDDER _____

SURETY _____

Subscribed and sworn to this ____ day of _____, 2024.

NOTARY PUBLIC _____

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-9" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Noncollusion Declaration
- d. Proposal Guarantee "Bid Bond" with Notarized Signatures
- e. Proposal Signature Sheet
- f. Public Works Contractor Registration Certification

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

Type of Organization: () Individual () Partnership () Corporation

Joint Venture Proposal? : () Yes () No

Authorized Signature: _____

Name: _____

Position: _____

Date of Execution: _____

For a partnership, name all co-partners below,
For a corporation, name president, secretary, treasurer, and manager.

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2024, by and between the CITY OF LAFAYETTE ("City") and _____ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2024 Storm Drain Project, Project No. 014-9744**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; removal and replacement of fence and gate; removal of a 36" concrete storm drain pipe and 24" storm drain pipe; removal of existing concrete splash pad, sackcrete wall, and existing concrete collar; installing a new 24" HDPE storm drain pipe with filter fabric and backfilling with drain rock; connecting pipe appurtenances; slip lining existing concrete pipe with a 24" HDPE pipe; installing rock slope protection; installing concrete collars; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project .
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Contractor agree as follow:

- 1. Contract Documents. The contract documents for the aforesaid project shall consist of the Notice to Contractors, Bid Proposal, General Provisions, Technical Provisions, Special Provisions including appendices, Design Drawings, and all referenced specifications, details, standard drawings, and their appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.
- 2. Services. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Employment by City. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.
4. Worker's Compensation. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. Limits shall be not less than those specified in the insurance requirements contained in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
5. Insurance. With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
6. Indemnity. Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications and the Special Provisions.
7. Assignment. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
8. Non-discrimination. Contractor shall not discriminate in the hiring of employees or the employment of subcontractors on any basis prohibited by law.
9. Independent Contractor. Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.
10. Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification contained in the Bid Proposal prior to contract execution.
11. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
12. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Engineer
 City of Lafayette
 3675 Mount Diablo Boulevard, Suite 210
 Lafayette, California 94549

CONTRACTOR: _____

- 13. Authorized Signature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.
- 14. Entire Agreement; Modification. This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.
- 15. Claims Procedure. In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____ 2024.

Contractor: _____
<Type Business Name Here>

Name: _____

Title: _____

Contractor's License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this ____ day of _____ 2024.

Notary Public _____

Agency: _____

City Manager of the City of Lafayette

Attested: _____

City Clerk of the City of Lafayette

Date: _____

PAYMENT BOND

(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)

THAT WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: Construction of **2024 Storm Drain Project, Project No. 014-9744**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; removal and replacement of fence and gate; removal of a 36" concrete storm drain pipe and 24" storm drain pipe; removal of existing concrete splash pad, sackcrete wall, and existing concrete collar; installing a new 24" HDPE storm drain pipe with filter fabric and backfilling with drain rock; connecting pipe appurtenances; slip lining existing concrete pipe with a 24" HDPE pipe; installing rock slope protection; installing concrete collars; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3282, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2024.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____

PERFORMANCE BOND

(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: Construction of **2024 Storm Drain Project, Project No. 014-9744**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; removal and replacement of fence and gate; removal of a 36" concrete storm drain pipe and 24" storm drain pipe; removal of existing concrete splash pad, sackcrete wall, and existing concrete collar; installing a new 24" HDPE storm drain pipe with filter fabric and backfilling with drain rock; connecting pipe appurtenances; slip lining existing concrete pipe with a 24" HDPE pipe; installing rock slope protection; installing concrete collars; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

AS WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2024.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____

SPECIAL PROVISIONS SECTION SP-1

GENERAL
(NO BID ITEM)

SP1-01 REFERENCES

The work to be done under this contract, except as modified or supplemented herein, shall conform to the following:

- The City of Lafayette General Provisions of the Standard Specifications dated March 2013, herein referred to as the “General Provisions of the Standard Specifications”.
- The City of Lafayette Technical Provisions of the Standard Specifications dated March 2013, herein referred to as the “Technical Provisions of the Standard Specifications”.

Where specifically referred to, the work shall also conform to the following:

- The State of California Department of Transportation (Caltrans) Standard Specifications, For Construction of Local Streets and Roads, 2022 Edition, herein referred to as the “State Specifications” or “State Standard Specifications”.
- The State of California Department of Transportation (Caltrans) Standard Plans, 2022 Edition, herein referred to as the “State Standard Plans”.
- The Contra Costa County Public Works Department Standard Plans, most current edition, herein referred to as the “County Standard Plans”.

These Special Provisions are additions, modifications, or clarifications to the referenced Standard Specifications and generally supersede the referenced or applicable sections of said Standard Specifications. Refer to Section 5-4, “Precedence of Contract Documents”, of the General Provisions of the Standard Specifications for the order of precedence of Contract Documents. Where ambiguity or conflict exists in the interpretation of precedence, the provision resulting in the highest quality or most expensive grade of construction or product shall govern.

SPECIAL PROVISIONS SECTION SP-2, 3 (NOT USED)

SPECIAL PROVISIONS SECTION SP-4

PLANS AND SPECIFICATIONS (GENERAL)
(NO BID ITEM)

The provisions of Section 4, “Plans and Specifications (General),” of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP4-01 SCOPE OF WORK

The work to be performed under this contract including, but not limited to: mobilization; traffic control; potholing utilities; clearing and grubbing including tree protection, trimming and removal; excavation; removal of existing storm drain facilities; removal of concrete splash pad and sackcrete wall; installing temporary erosion control measures; construction of minor concrete structures, such as concrete collars; installation of pipe lining; rip rap placement and grading of area; anchoring of pipe at creek banks, and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

SP4-02 PAYMENT

No separate payment will be made for preparing and submitting "As-Built Drawings." Full compensation for preparing and submitting "As-Built Drawings" shall be considered as included in the prices paid for various contract items of work, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-5**CONTROL OF WORK AND MATERIALS**

(NO BID ITEM)

The provisions of Section 5, "Control of Work and Materials," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP5-01 MATERIAL SAMPLING AND TESTING

Compaction tests and/or material sampling and testing may be performed by the City's representatives on aggregate base, native soil backfill, portland cement concrete, and other work and materials, which in the opinion of the Engineer, require sampling or testing. Test locations shall be determined by the Engineer. The Contractor shall coordinate and cooperate with the Engineer and testing personnel, and no claims of delays or inconvenience due to testing and/or sampling shall be allowed.

SP5-02 SUBMITTALS

At minimum, the Contractor shall provide submittals to the Engineer for the following materials. Additional submittals may be found in the various Special Provisions for the Work.

- ¾" Drain Rock (Material Source)
- Filter Fabric
- Aggregate Base Class 2 (Material Source)
- Portland Cement Concrete Mix Designs of All Types

- Reinforcing Steel
- Annular Space Grout
- Pipe and Fitting Materials
- Rip Rap (Material Source)
- Water Pollution Control Plan
- Waste Management Plan
- Traffic Control Plan and Certification of Qualified Personnel
- CAL/OSHA Excavation Permit

SP5-03 ORDER OF WORK

Unless otherwise directed by the Engineer, the following major items of work shall be performed in the following general order. Not every item of Contract Work is shown. Contractor shall accordingly coordinate miscellaneous and coincidental work related to or associated with major work items in order to avoid out-of-sequence construction and conflicts. Not all stages of work apply to every location within the Project.

- 1) Notify Underground Service Alert (USA) to have utilities marked.
- 2) Install water pollution control measures.
- 3) Install tree protection.
- 4) Submit waste management plan prior to commencing any demolition work.
- 5) Clearing, grubbing and tree trimming.
- 6) Remove, modify, line and/or construct storm drain facilities.
- 7) Remove concrete splash pad and sackcrete, regrade area for rip rap placement
- 8) Place non woven geotextile filter fabric
- 9) Install rip rap
- 10) Complete all other construction work and punch list items.
- 11) Remove tree protection, construction area signs.
- 12) Submit completed waste assessment summary report form.
- 13) Submit as-built plans.

The Contractor's attention is directed to Section SP-8-02, "Progress Schedule", of these Special Provisions.

Any deviation from these requirements and provisions shall be sufficient cause for the Engineer to suspend the work in accordance with the provisions of Section 8-3, "Temporary Suspension of the Work", of the General Provisions. The contractor will not be permitted to resume the work until Contractor has remedied said deviation in accordance with the provisions of the Contract.

SP5-04 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-6

LEGAL RELATIONS AND RESPONSIBILITIES

(NO BID ITEM)

The provisions of Section 6, "Legal Relations and Responsibilities," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein, and in other related sections of these Special Provisions.

SP6-01 PUBLIC NOTIFICATIONS

Notification requirements in Section 6-10, 6-12.3, and 6-13 of the Standard Specifications General Provisions shall apply.

SP6-02 CORDINATION WITH WASTE/RECYCLING OPERATIONS

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste haulers and recycling operators are scheduled to operate within the project area and to develop a project schedule that will not impair or impede the waste haulers or recycling operations. The contractor acknowledges that he is aware that various haulers and operators operate on different days on different streets within the project area.

SP6-03 GAS POWERED LEAF BLOWER BAN

Per Lafayette Municipal Code Chapter 8-23 - Gas powered leaf blowers shall not be used.

The following definitions for gas powered equipment shall apply:

- a) "Gasoline powered" means any item or equipment that is powered by an internal combustion engine that runs on gasoline, diesel, or other volatile fuel.
- b) "Leaf blower" means a machine, powered by a gasoline engine or electric motor, used to blow, displace, or vacuum leaves, dirt and/or debris.

SP6-04 PERMITS AND LICENSES

The City has procured all permits and licenses, paid all charges and fees, and given all notices necessary and incidental to the due and lawful prosecution of the work.

The City of Lafayette has submitted and received a Notification of Lake or Streambed Alteration to the California Department of Fish and Wildlife, and an Individual Permit to the Army Corps of Engineers, for the project. The permit issued by the Fish and Wildlife service states Conservation Measures that the contractor must follow, located in Appendix C. The City will contract a service-approved biologist to be on-site during construction and to present an employee education training for those working on the project.

SP6-05 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-7

EXISTING UTILITIES

(NO BID ITEM)

The provisions of Section 7, "Existing Utilities," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP7-01 UTILITY CONTACTS

At the time of writing of these Specifications, at least the following agencies are known to have facilities within the limits of the Project. Their phone numbers are provided for the Contractor's convenience. It is Contractor's responsibility to verify the contact information and perform the coordination as required by Contract.

- A. Central Contra Costa Sanitary District 925.228.9500
- B. East Bay Municipal Utility District 510.287.0834
866.403.2683
- C. AT&T 415.542.9000
- D. Pacific Gas and Electric
 - Emergency 800.743.5000
 - Gas 510.784.3211
 - Electric 510.784.3236
- E. Consolidated Fire Protection District 925.930.5531
- F. Comcast Cable 925.349.3300
- G. Sprint 650.513.2545

SP7-02 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-8

PROGRESS OF WORK
(NO BID ITEM)

The provisions of Section 8, "Progress of Work," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP8-01 PRE-CONSTRUCTION MEETING

A pre-construction meeting for this project will be held at The City of Lafayette Office located at 3675 Mount Diablo Boulevard, Suite 210. At this meeting, the Contractor shall submit all required bonds, insurance, and signed contracts. The Notice to Proceed will be issued to the Contractor at the pre-construction meeting.

At the pre-construction meeting, representatives of the Owner, the Contractor, Subcontractors, and the Engineer will discuss in detail certain procedural aspects of the Work, including, but not limited to:

- Administrative procedures for transmittals, approvals, change orders, and similar items;
- Review of the method of application for payment, progress payments, retention; and final payment;
- Review of the Contractor's construction progress schedule;
- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control procedures;
- Review of the permits;
- At the preconstruction meeting the Contractor shall provide a Cal/OSHA trenching permit;

SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the pre-construction meeting. Contractor shall also submit an updated schedule by no later than Friday morning of each

work week, and as requested by the Engineer per Section 8-2, "Progress Schedule," of the General Provisions of the Standard Specifications.

Attention is directed to Section SP5-04, "Order of Work," of these Special Provisions. Each schedule shall specifically note the timeframe and work to be performed by all subcontractors. Subcontractors shall receive all updated schedules so they can plan an appropriate work force to meet the prime Contractor's timeframe.

SP8-03 WORKING HOURS

Without prior written approval by the Engineer, and except for emergency work, work or activity of any kind shall be limited to the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractor's attention is directed to hours for lane closures in Section SP-14 of these Special Provisions.

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the entire Work in this Contract within **twenty-five (25)** working days from the start date, including completion of all "Punch List" work. Liquidated damages shall be assessed per Section 8-10, "Liquidated Damages," the General Provisions of the Standard Specifications.

SP8-05 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-9-12 (NOT USED)

SPECIAL PROVISIONS SECTION SP-13

MOBILIZATION
(BID ITEM NO. 1)

The provisions of Section 1, "Mobilization," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP12-01 MEASUREMENT AND PAYMENT

The lump sum Contract Price paid for **“Mobilization”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization and demobilization forces, equipment, materials, and meeting all general conditions and provisions of Contract Documents and as directed by the Engineer, and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-14

TRAFFIC CONTROL

(BID ITEM NO. 2)

SP14-01 GENERAL

Work shall conform to the requirements of Section 6-12, “Traffic Control,” of the General Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections.

SP14-02 ROAD CLOSURE AND HOURS

No road closures will be allowed.

SP14-03 FAILURE TO COMPLY

Contractor’s attention is directed to Standard Specifications General Provision Section 6-12.9 “Failure to Comply”, which shall be augmented as follows.

If the Contractor fails to provide traffic control measures in conformance with the submitted traffic control plan, the Engineer may at his sole discretion issue a written warning to the Contractor. The warning shall indicate the location, date, and time of the failure to provide adequate traffic control. After the Second written warning, any violation of the traffic control provisions of the contract documents shall constitute grounds for the City to levy a penalty against the Contractor in the amount of \$500 per incident. Each hour of contract work activity occurring without traffic control as required by contract shall constitute a separate incident for the purpose of assessing the penalty. Contractor shall note that the above provisions are in addition to remedies and enforcement actions specified in Section 6-12.9 referenced above. This penalty shall be deducted from any money due to the Contractor under the Contract.

SP14-04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **“Traffic Control”** shall be considered as full compensation for submitting detailed traffic control plans for approval by engineer per Section 6-12 of the General

Provisions and furnishing all labor, supervision, materials, tools, equipment and incidentals needed to perform all traffic control work, for all phases of the work performed by the Contractor or the Contractor's "subcontractors" including, but not limited to, all signs, changeable message signs, arrow boards, barricades, steel plates, traffic control plan, maintaining traffic, lane and road closures, flagmen and all other traffic control devices; and all other work as shown on Standard Plans, as specified in the Standard Specifications, the State Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor. There shall be no additional compensation for traffic control due to an increase in the quantities shown on the bid proposal for pay items within the project limits.

Traffic Control required by work which is classified as extra work, as provided in Section 9.3, "Extra Work", of the General Provisions of the Standard Specifications, will be paid for as part of said extra work.

SPECIAL PROVISIONS SECTION SP-15 (NOT USED)

SPECIAL PROVISIONS SECTION SP-16

CLEARING AND GRUBBING, TREE TRIMMING, TREE PROTECTION

(BID ITEM NO. 3)

The provisions of Section 2, "Clearing and Grubbing," Section 21, "Tree Trimming and Removal," and Section 22-3, "Tree and Plant Protection," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP16-01 GENERAL

In addition to the requirements of the Standard Specifications, clearing and grubbing work shall also include removing and/or relocating landscape borders, decorative rocks, and similar decorative features that conflict with planned construction. Where they occur, Contractor shall salvage these features by placing removed items in a neat stack at an adjacent location on the property frontage to be designated by the Engineer.

All cleared and grubbed areas shall be approved by the Engineer before further grading commences.

Large 8'x4' plywood sheets or similar shall be placed in lawn or landscaped areas as to not damage the front and back yard's surface. Any damage to the existing landscaping shall be repaired upon the start of the punchlist. This may include regrading damaged areas, placing topsoil, replanting grass, replanting damaged plants, spreading mulch, fixing damaged irrigation lines and re-installing decorative landscaping features.

SP16-02 MEASUREMENT AND PAYMENT

The contract lump sum price paid for "**Clearing & Grubbing, Tree Trimming, and Tree Protection**" shall

include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in implementing tree protection measures, clearing and grubbing, tree trimming, removal and all other work as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-17

EXISTING FACILITIES

(BID ITEM NO. 4 TO 8)

SP17-01 GENERAL

Work performed in connection with various existing facilities shall conform to applicable provisions of Section 7, "Existing Utilities," of the General Provisions, Section 2, "Clearing and Grubbing," and Section 22, "Protection and Restoration of Existing Improvements," of the Technical Provisions of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall fully document pre-construction conditions at all points around the work area. This documentation shall consist of notes, still photographs, and video. Special effort shall be made to document the existing conditions at all buildings and private improvements not to be disturbed. These documents shall be available to the City upon request.

If Contractor damages or destroys materials or facilities designated on the Plans, in these Special Provisions, or by the Engineer to be protected, salvaged or reused, he shall repair or replace them in kind at his sole expense.

SP17-02 REMOVALS

Contractor's attention is directed to Section 6-11, "General Safety," of the Standard Specifications General Provisions, and Section SP-27, "Temporary Pavement Delineation," of these Special Provisions.

Existing facilities to be removed under this section and as shown on the Plans shall include, but not be limited to, removing concrete splash pad and sackcrete bags, concrete storm drain pipe, HDPE storm drain pipe, fences, gates, stepping stones, and any other necessary objects that may conflict with the line of work. All other removals as shown on the drawings and as directed by the Engineer to accommodate new construction as intended by Contract, for which no specific Bid Item is shown, shall be considered as incidental work. These items shall be removed and disposed of in accordance with Section 6-16, "Disposal Outside Project Limits," of the General Provisions of the Standard Specifications.

Where the existing gate and fence is removed to accommodate heavy machinery access, temporary 6-FT tall snow fencing shall be installed, secured with T-posts and necessary zip ties. Upon completion of said construction they shall be reset to their original location and alignment, in a condition equal to or

better than that of the pre-existing fence.

The Engineer may direct Contractor to salvage components of private improvements designated to be removed. In such cases, Contractor shall take care to remove the components in a manner to reasonably minimize damage and stockpile them neatly in a location designated by the Engineer.

SP17-03 MEASUREMENT AND PAYMENT

Full compensation for locating and marking utilities and the preparation of utility reference point plans shall be considered as included in the Contract Price paid for various contract items of work and no additional compensation shall be allowed therefor.

No separate payment shall be made for conforming to the provisions of this section, with the exception of the items specified below. Full compensation for conforming to all the provisions of this section, including minor removal work and the resetting of temporary removals, for which no specific payment is allowed in Contract, shall be considered to be incidental work included in prices paid for various other contract items of work, and no additional compensation will be allowed therefor.

The Contract Prices paid per linear foot for **“Remove 36” Concrete Storm Drain Pipe**”, **“Remove Existing Fence and Gate”** and **“ Remove Existing HDPE Pipe”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to excavate, sawcut, remove, and properly dispose of the existing facilities, including installing trench shoring, backfill and compaction where required, and all other work as noted on the plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Prices paid per lump sum for **“Remove Existing Concrete Splash Pad and Sackcrete”** and **“Remove Sackcrete Collar”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to excavate, sawcut, breaking in small pieces, remove, and properly dispose of the existing facilities, and all other work as noted on the plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-18 (NOT USED)

SPECIAL PROVISIONS SECTION SP-19

AGGREGATE BASE
(NO BID ITEM)

SP18-01 GENERAL

This work shall consist of furnishing and placing Class 2 Aggregate Base to the lines, grades and compaction requirements shown on the Plans and specified in these Special Provisions. The aggregate base shall be the “3/4-inch maximum” gradation conforming to Section 8 of the Technical Provisions of the Standard Specifications.

SP18-02 MEASUREMENT AND PAYMENT

There shall be no separate measurement or payment for furnishing and placing the aggregate base used in the construction of all other items of work shown on the bid proposal, and full compensation shall be considered as included in the contract unit prices paid for those bid items requiring aggregate base, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-20

EXCAVATIONS
(NO BID ITEM)

SP20-01 GENERAL

Excavation of all kinds shall conform to Section 3, “Earthwork,” of the Standard Specifications Technical Provisions.

SP20-02 MEASUREMENT AND PAYMENT

Unless otherwise provided by a Contract Bid Item, there is no separate measurement or payment for excavation associated with various Contract Work items such as trenching, storm drains, and minor structures. All excavation, shoring, and backfill necessary to construct all Contract Work shall be considered as included in the Contract Prices paid for the various items of work.

SPECIAL PROVISIONS SECTION SP-21 (NOT USED)

SPECIAL PROVISIONS SECTION SP-22 (NOT USED)

SPECIAL PROVISIONS SECTION SP-23

CONCRETE CONSTRUCTION
(BID ITEM NO. 14)

The provisions of Section 17, "Concrete Construction," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein. Section 17-7 of said Technical Provisions shall also apply to construction of storm drain inlets.

SP23-01 CONCRETE REQUIREMENTS

Concrete used for all items on this project shall be Class 564-C-3250 with minimum 28-day compressive strength of 3,250 pounds per square inch. The maximum slump shall be four (4) inches.

Slurry cement backfill for trenches shall conform to Section 19-3.02E, "Slurry Cement Backfill," of the State Standard Specifications. Material shall have a minimum compressive strength of 100 pounds per square inch.

Annular space grout shall comply with Section 71-3.01B (3) "Annular Space Grout" of the State Standard Specifications. Cementitious materials shall comply with Section 90-1 of the State Specifications.

SP23-02 MEASUREMENT AND PAYMENT

The contract unit price paid per each for "Install Concrete Collar" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for doing all the work involved in modifying the storm drain structures as shown on the plans, as specified in these Specifications, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-24

STORM DRAINS

(BID ITEM NO. 9 to 11 and 10A)

The provisions of Section 18, "Storm Drains", of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP24-01 CONNECTIONS

Connections between new storm drain pipes and existing structures shall be made with a concrete collar per details shown on the Project Plans. Openings in existing structures shall be made with care so as to minimize damage to the structure wall, with the minimum clearance practicable to properly seat the connecting pipe into the opening. The connection point shall be grouted smooth. When slip lining, connection between the new storm drain pipe and the existing concrete pipe shall be grouted. Extensive damage that is deemed by the Engineer to compromise the integrity of the structure shall be repaired by replacing the structure or the entire wall face. Concrete shall conform to the requirements of SP-23 of these Special Provisions.

SP24-02 LINE CONCRETE PIPE WITH NEW PIPE

Installation of a slip line shall comply with Section 71-3 – “Rehabilitate Drainage Structures” of the State Standard Specification.

The Contractor shall construct a liner inside the existing concrete pipe as shown on the plans. Pipe used for the liner shall be 24” Nominal Diameter dual-wall, corrugated HDPE pipe with an annular exterior corrugation with a smooth interior. Contractor shall provide a submittal of proposed pipe for review and approval.

At each end of the pipe the annular space between the new pipe and existing concrete pipe shall be closed with packing mortar to form a plug that it is at least 3-ft long on each side of the casing pipe.

The annular space between the two pipes may be filled with cement slurry along the entire length of the pipe run if alternated bid item is added. Filling, monitoring and inspection of the annular space shall comply with Section 71-3 of the State Specifications.

The pre-work for the installation of the new pipe inside of the existing pipe shall include completely cleaning the existing storm drain pipe of all debris, rocks, and silt; and dewatering or diverting water to remove all water from the pipe invert.

Grout for the annular space shall comply with section 71-3.01 B (2) of the State Standard Specifications and shall have a minimum compressive strength (28 days) of 100 Psi. Grouting pressure must not exceed the pipe liner manufacturer instructions. Grout shall be placed in lifts to avoid flotation or dislocation of inserted pipe liner.

SP24-03 MEASUREMENT AND PAYMENT

The Contract Prices paid per linear foot for “**Install New 24” HDPE Pipe in Trench**” shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to perform all work, including but not limited to potholing; sawcutting; excavation; sheeting and shoring; installing pipe and fittings; bedding, fabric and backfill; compaction; temporary asphalt concrete paving; coordination with, protecting, and supporting existing utilities; and all other work as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

The Contract Price paid per linear foot for “**Slip Line Concrete Pipe with 24” HDPE**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to perform all work involved as shown on the plans, including but not limited to- pipe cleaning, furnishing and installation of the HDPE pipe, drainage bypassing, dewatering, install mortar plugs on each end and all other work required for proper rehabilitation of the pipeline as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

The contract price paid per each for **“Connect Private Drain to New HDPE Pipe with Inserta Tee”** and **“Install 45 Degree 24” Pipe Fitting”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all the work involved in excavating, placing pipe, fittings, connectors, backfill material and compaction and all other work as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract price paid per linear foot for **“Slip Line Concrete Pipe with 24” HDPE, Grout Annular Space (Alternate Bid Item)”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to perform all work involved as shown on the plans, including but not limited to- Install annular space grouting between the existing concrete pipe and the installed HDPE corrugated pipe as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-25, SP-26, SP-27 (NOT USED)

SPECIAL PROVISIONS SECTION SP-28

MISCELLANEOUS CONSTRUCTION

(BID ITEM NO. 4 and 12)

SP28-01 GENERAL

Miscellaneous work covered under this section includes:

- Install rock slope protection
- Install Redwood Fence and Gate

SP28-02 ROCK CHANNEL AND ROCK SLOPE PROTECTION

Rock-lined channel and rock slope protection shall be constructed of facing class rocks as defined by Section 72, “Slope Protection,” of the State Specifications. At least two courses of rocks shall be installed, with the bottom course being larger-dimensioned rocks firmly seated into the existing embankment. Contractor shall spread and shape rock layers to relatively uniform thickness and grades conforming to adjacent ground.

Contractor shall perform minor grading as necessary to install rock channel to achieve the design intent of facilitating flow of water without causing erosion.

SP28-03 REDWOOD FENCE AND GATE

The Contractor shall remove the existing redwood fence and gate in conflict with the work shown on the plans. The contractor may reuse gate hardware if it is in serviceable condition. All replacement fence and gate materials shall be of equal or better quality than existing.

Fence posts to be reset shall have a footing a minimum of 2 feet deep and 8 inches in diameter filled with commercially available fence post concrete or better.

SP28-04 MEASUREMENT AND PAYMENT

The Contract square foot price paid for **“Install Rock Slope Protection”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals to perform all work to excavate, and install rock slope protection, including any minor grading required, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract price paid per linear foot for **“Install Redwood Fence and Gate”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- demolition, removal, disposal or salvaging as directed, reconstruction of fences, gates, concrete footing, topsoil, sand, and all other work as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

APPENDICES

APPENDIX A

WASTE MANAGEMENT PLAN INSTRUCTIONS



Planning & Building Department

3675 Mt. Diablo Boulevard, Suite 210
Lafayette, CA 94549-1968
Tel. (925) 284-1976 • Fax (925) 284-1122
<http://www.ci.lafayette.ca.us>

WASTE MANAGEMENT PLAN INSTRUCTIONS CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

GENERAL

The City of Lafayette is mandated by the State of California to divert 50-percent of all solid waste from landfills either by salvage or recycling. To help meet this goal, the City requires completion of a Waste Management Plan (WMP) for covered projects identifying how at least 50-percent of project waste materials will be diverted from the landfill. A “covered project” is defined as:

1. Construction, renovation, and demolition projects where the total costs are projected to be equal to or greater than \$50,000; and/or
2. Construction or renovation projects equal to or greater than 1,000 sq. ft.; and/or
3. Demolition projects equal to or greater than 300 sq. ft.

All phases of a project and all related projects taking place on single or adjoining parcels are considered a single project.

GREEN HALO SYSTEMS

For a covered project, applicants are required to submit their WMP to the City using Green Halo Systems. Green Halo is a free web-based service for waste diversion and recycling tracking. Through Green Halo, applicants can establish, monitor and document their waste management plan and compliance online. Applicants can set-up a Green Halo account at www.greenhalosystems.com. For applicants who do not have access to the internet, Green Halo can set-up an account over the phone at 1-888-525-1301. Once an applicant has created a Green Halo account, they can track and manage multiple projects for different jurisdictions on their account.

PROCEDURE

Prior to issuance of a grading, demolition, and/or building permit for a covered project:

1. Submit a non-refundable administrative fee, payable to the City of Lafayette. See “[Planning Fees](#)” handout for current rate.
2. Submit a WMP to the City using Green Halo that includes the following:
 - a) Identification of all the **materials** you estimate will be recycled, salvaged, or disposed; and
 - b) Identification of which [certified C&D facilities](#) the various material types will go.
3. Green Halo will notify the City that a WMP has been submitted. The City will review the submitted WMP on Green Halo. The WMP will only be approved when all of the following conditions have been met:
 - a) The WMP provides all information noted above; and
 - b) The WMP indicates that at least 50% of all construction and demolition debris generated by the project will be diverted.
4. The WMP will be approved or not approved. If the WMP is incomplete and/or fails to meet the required diversion rate, the WMP will not be approved and the applicant will be notified about the reasons for non-approval. No grading, building, and/or demolition permit will be issued until the WMP is approved.

INFEASIBILITY EXEMPTION

If an applicant for a covered project experiences unique circumstances that make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time the WMP is submitted. Increased costs to the applicant generally will not be a sufficient basis for an exemption. The applicant shall indicate on the WMP the minimum rate of diversion he/she believes is feasible for each material and the specific circumstances that he/she believes make it infeasible to comply with the diversion requirement.

UPON COMPLETION OF THE PROJECT

Prior to the final inspection of a grading, demolition, and/or building permit and within 30 days after project completion, the applicant shall submit their WMP to the City through Green Halo for final review. The goal of the final review is to provide documentation to the City showing that the diversion requirement has been met. The WMP submitted for final review shall include the following:

1. Receipts from the certified facilities that collected or received each material showing the actual volume or weight of the material received and how the material was disposed of; and
2. Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with the diversion requirement.

Through Green Halo, the City will review the WMP and documentation noted above and a determination will be made if the applicant has complied with the diversion requirement as follows:

1. **Full compliance** - If the applicant has fully complied with the diversion requirement.
2. **Good Faith Effort to Comply** - If the diversion requirement has not been achieved, the City will determine on a case-by-case basis whether the applicant has made a good faith effort to comply with the diversion requirement. In making this determination, the City will consider the availability of markets for the C&D debris landfilled, the size of the project and the documented efforts of the applicant to divert the C&D debris.
3. **Noncompliance** - If the City determines that the applicant has not complied with the diversion requirement, the City may withhold final project approval until full compliance can be established.

No hold on final shall be released, until the WMP has been provided to and approved by the City as either full compliance or good faith effort to comply.

NONCOMPLIANCE

Please note that if the required documentation is not submitted and approved by the City, or the applicant has not made a good faith effort to comply, the applicant is in noncompliance status and is in violation of the Lafayette Municipal Code (LMC) and is liable for a civil penalty, or any other remedy provided in the LMC. This violation makes the property owner liable to the City for a civil penalty of \$1,000 or one percent (1%) of the project cost, whichever is less. The project will not be approved and holds will not be released, until the project is in full compliance, meets the good faith effort to comply, or the civil penalty has been paid.

APPEAL

Appeal of the determination made by the City shall be made to the City Council within 30 days of the City's determination. To appeal, an applicant must submit a letter to the city manager concisely stating the facts of the case and the grounds of appeal. The city manager will schedule a meeting before the city council and notify the applicant of the date, time, and place. The decision of the city council is final. Appeals shall be limited to:

1. The granting or denial of an exemption; or
2. Whether the applicant has made a good faith effort to comply with the WMP.

NOTE: The applicant and property owner are responsible for the actions of their contractors or other agents with regard to the diversion requirement. Therefore, when reviewing proposals from project managers, contractors, site cleanup, vendors, and other building professionals, all aspects of the proposal should be considered and not just the cost.

APPENDIX B

CONTRACTORS POTHOLE LOG FORM

APPENDIX C

FISH AND WILDLIFE AND REGIONAL WATER QUALITY CONTROL PERMIT



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Sacramento Fish and Wildlife Office
2800 Cottage Way, Suite W-2605
Sacramento, California 95825-1846
SFWO_mail@fws.gov



In Reply Refer to:
2024-0013963

April 4, 2024
Sent-Electronically

Katerina Galacatos, Ph.D.
Chief South Branch, Regulatory Division
Department of the Army
San Francisco District, Corps of Engineers
450 Golden Gate Avenue
San Francisco, California 94102-3406
katerina.galacatos@usace.army.mil

Subject: Informal Consultation on the 3372 Moraga Boulevard Pipe Outfall Project, in the City of Lafayette, Contra Costa County, California (U.S. Army Corps of Engineers [Corps] file number SPN-2023-00440)

Dear Katerina Galacatos, Ph.D.:

This letter is in response to the Corps' January 29, 2024, request for initiation of informal consultation with the U.S. Fish and Wildlife Service (Service) on the proposed 3372 Moraga Boulevard Pipe Outfall Project (proposed project) in the City of Lafayette, Contra Costa County, California. Your request was received by the Service on January 29, 2024. At issue are the proposed project's effects on the federally listed as threatened California red-legged frog (*Rana draytonii*). Critical habitat has been designated for California red-legged frog but does not occur within the action area of the proposed project. This response is provided under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act), and in accordance with the implementing regulations pertaining to interagency cooperation (50 CFR 402). The federal action on which we are consulting is the Corps issuing a permit to the City of Lafayette, pursuant to Section 404 of the Clean Water Act of 1972, as amended, 33 U.S.C. § 1344 *et seq.*, to remove a concrete splash pad and construct a new outfall structure with riprap. Pursuant to 50 CFR 402.12(j), you submitted a Biological Report for our review and requested concurrence with the findings presented therein. These findings conclude that the proposed project may affect, but is not likely to adversely affect the California red-legged frog.

In considering your request, we based our evaluation on the following:

- 1) The November 2023 "Biological Resources Report for the Outfall Reconstruction at 3372 Moraga Boulevard, Lafayette, CA" prepared by The City of Lafayette;
- 2) The January 29, 2024 informal consultation request; and
- 3) Additional information available to the Service.

Description of the Proposed Action

This project is for an outfall reconstruction, in the City of Lafayette, Contra Costa County, California. The existing broken concrete splash pad serves as an erosion control measure for the outfall of a 36-inch concrete pipe. The existing concrete pipe is cracking at joints and is collapsed in one section, causing exfiltration of the pipe, and creating further erosion to the creek bank. Part of this project involves slip lining the concrete pipe with a smaller diameter HDPE pipe, as well as reconstructing the outfall. During slip lining, any debris will be removed from the existing concrete pipe before inserting the 30-inch pipe. Outfall reconstruction will involve demolishing the existing concrete splash pad and removing the debris, including removal of sack concrete walls, and constructing a rip rap outfall within the same footprint.

A top quadrant of a section of concrete pipe collapsed around 10 feet away from the daylighted end at the outfall during the winter rains around December 30th, 2022. This created a depression in the creek bank and a blockage in the pipe. With no clear conduit, the flow of water circumvented its original path and flowed around the pipe at a broken joint, further undermining the downhill splash pad. Also, the toe of the splash pad also appears to be washed out by Las Trampas Creek, as it was constructed below the ordinary high-water mark.

The proposed project will involve demolishing the existing concrete splash pad with pneumatic hammers and various hand tools, excavating down 18-inches below existing grade, placing a geotextile fabric on the excavated surface and securing it with staples, and then keying in roughly 200 CF of Class III rip rap along the slope.

Due to the steep slope embankment and accessibility issues from accessing the site across a residential backyard, heavy machinery is not suitable for this type of work. Materials will need to be hauled out by hand. Staging areas will be in the front yard of the residence.

Project implementation will occur when water levels decrease in approximately April or May and is expected to take three weeks.

Conservation Measures

1. No more than twenty-four (24) hours prior to the date of initial ground disturbance, a preconstruction survey for the California red-legged frog will be conducted by a qualified biologist at the project site. The survey will consist of walking the project limits and within the project site to ascertain the possible presence of the species. The qualified biologist will investigate all potential areas that could be used by the California red-legged frog for feeding, breeding, sheltering, movement, and other essential behaviors. This includes an adequate examination of mammal burrows, under logs, or dense vegetation. If any adults, subadults, juveniles, tadpoles, or eggs are found, the qualified biologist will contact the Service to determine next steps. If construction stops for more than seven consecutive days, the site will be resurveyed by the qualified biologist.
2. The qualified biologist will conduct employee education training for employees working on earthmoving and/or construction activities. Personnel will be required to attend the presentation which will describe the California red-legged-frog, avoidance and minimization measures, legal protection of the animal, and other related issues. All attendees will sign an attendance sheet along with their printed name, company or agency, email address, and telephone number.

3. A Service-approved biologist(s) will be onsite during all activities that may result in take of the California red-legged frog, but all work will be halted if a California red-legged frog is present. If the animal is in danger or needs to be relocated, then formal consultation will be initiated with the Service and all work will cease until formal consultation is completed. The qualifications of the biologist(s) will be submitted to the Service for review and written approval at least thirty (30) calendar days prior to the date earthmoving is initiated at the project site. The Service-approved biologist(s) will keep a copy of all applicable permits in their possession when onsite.
4. The Service-approved biologist(s) will be given the authority to freely communicate verbally, by telephone, electronic mail, or in writing at any time with construction personnel, any other person(s) at the project site, otherwise associated with the project, the Service, the Department, or their designated agents. The Service-approved biologist will have oversight over implementation of all the conservation measures in all applicable permits and, through the applicant, will have the authority and responsibility to stop project activities if they determine any of the associated requirements are not being fulfilled. If the Service-approved biologist(s) exercises this authority, the Service will be notified by telephone and electronic mail within twenty-four (24) hours. The Service contact is the Coast Bay Division Supervisor at the Sacramento Fish and Wildlife Office at telephone (916) 414-6623.
5. Construction activities will not occur during the period between November 1 and March 31.
6. The applicant will minimize adverse effects to the California red-legged frog by limiting, to the maximum extent possible, the number of access routes, construction areas, equipment staging, storage, parking, and stockpile areas. Prior to the date of initial ground disturbance at the project site, equipment staging areas, site access routes, construction equipment and personnel parking areas, debris storage areas, and any other areas that may be disturbed will be identified, surveyed by the qualified biologist, and clearly identified with five-foot-tall bright orange plastic fencing. The fencing will be inspected by the qualified biologist and maintained daily by the applicant until the last day that construction equipment is at the project. Intact fencing will ensure that no California red-legged frogs will enter the project site after pre-construction surveys have cleared the site.
7. All bio-swales and bio-filtration will be installed at the project site adjacent to roadways to avoid and minimize sediment loading and point source pollutants.
8. Erosion control Best Management Practices will be developed and implemented to minimize any wind or water related erosion and will be in compliance with the requirements of the Corps. The applicant will include provisions in construction contracts for measures to protect sensitive areas and prevent and minimize stormwater and non-stormwater discharges. Protective measures will include, at a minimum, those listed below:
 - a. No discharge of pollutants from vehicle or equipment cleaning will be allowed into any storm drains or water courses.

- b. Vehicle and equipment fueling and maintenance operations will be at least 50 feet away from water courses, except at established commercial gas stations or established vehicle maintenance facilities.
 - c. Concrete waste and water from curing operations will be collected in washouts and will be disposed of and not allowed into water courses.
 - d. Spill containment kits will be maintained onsite during construction operations and/or staging or fueling of equipment.
 - e. Dust control measures will include use of water trucks and organic tackifiers to control dust in excavation-and-fill areas, covering temporary access road entrances and exits with rock (rocking), and covering of temporary stockpiles when weather conditions require.
9. Due to limited space and access to the site, heavy equipment is not allowed because of accessibility, and hand tools and power tools will be used in lieu of this.
10. If encountered, each California red-legged frog will be treated on a case-by-case basis in coordination with the Service, but the general procedure is as follows:
 - a. The animal will not be disturbed if it is not in danger and all activity will be stopped until the individual leaves the area on its own accord with no help or motivation from people on the site; or
 - b. If the animal is in danger or needs to be relocated, then formal consultation will be initiated with the Service and all work will cease until formal consultation is completed. These procedures are further described below:
 - i. When a California red-legged frog is encountered in the action area, all activities will be halted. The qualified biologist will then assess the situation to select a course of action that will avoid adverse effects to the animal. Contact with the frog will be avoided and the applicant will allow it to move out of the potentially hazardous situation to a secure location on its own volition. This procedure applies to situations where a California red-legged frog is encountered while it is moving to another location. It does not apply to animals that are uncovered or otherwise exposed or in areas where there is not sufficient adjacent habitat to support the species should the individual move away from the hazardous location.
 - ii. The Service will be notified via electronic mail and telephone within twenty-four (24) hours from the time a California red-legged frog is encountered. The contact for this situation is the Ryan Olah, Coast Bay Division Supervisor by email (ryan.olah@fws.gov) and by telephone (916) 414-6623. Notification will include the species, number of individuals, sex (if known), date, time, location of the encounter or of the finding of a dead or injured animal, how the individual was taken or encountered, photographs of the specific animal, and names of the persons who observe the take and/or found the animal.

11. Uneaten human food and trash attracts crows, ravens, coyotes, and other predators of the frog. A litter control program will be instituted at each project site. All workers will ensure their food scraps, paper wrappers, food containers, cans, bottles, and other trash are deposited in covered or closed trash containers. The trash containers will be removed from the project site at the end of each working day.
12. All grindings and asphaltic-concrete waste may be temporally stored within previously disturbed areas absent of habitat and at a minimum of 150 feet from any culvert, pond, creek, stream crossing, or other waterbody. On or before the date of project completion, the waste will be transported to an approved disposal site.
13. Loss of soil from run-off or erosion will be prevented with straw bales, straw wattles, or similar means provided they do not entangle, block escape or dispersal routes of the frog.
14. Plastic monofilament netting (erosion control matting), loosely woven netting, or similar material in any form will not be used at the project site because frogs can become entangled and trapped in them. Any such material found on site will be immediately removed by the qualified biologist, construction personnel, or the applicant. Materials utilizing fixed weaves (strands cannot move), polypropylene, polymer or other synthetic materials will not be used.
15. The applicant will not apply insecticides or herbicides at the project site during construction or long-term operational maintenance where there is the potential for these chemical agents to enter creeks, streams, waterbodies, or uplands that contain potential habitat for the California red-legged frog.
16. For onsite storage of pipes, conduits and other materials that could provide shelter for California red-legged frogs, an open-top trailer will be used to elevate the materials above ground. This is intended to reduce the potential for animals to climb into the conduits and other materials.
17. Trenches or pits one (1) foot or deeper that are going to be left unfilled for more than forty-eight (48) hours will be securely covered with boards or other material to prevent the California red-legged frog from falling into them. If this is not possible, the applicant will ensure wooden ramps or other structures of suitable surface that provide adequate footing for the California red-legged frog are placed in the trench or pit to allow for their unaided escape. Auger holes or fence post holes that are greater than 0.10 inch in diameter will be immediately filled or securely covered so they do not become pitfall traps for the California red-legged frog. The Service-approved biologist will inspect the trenches, pits, or holes prior to their being filled to ensure there are no California red-legged frogs in them. The trench, pit, or hole also will be examined by the Service-approved biologist each workday morning at least one hour prior to initiation of work and in the late afternoon no more than one hour after work has ceased to ascertain whether any individuals have become trapped. If the escape ramps fail to allow the animal to escape, the Service-approved biologist will contact the Service for guidance.

Habitat and Occurrences

The action area is surrounded by riparian woodland and the perennial Las Trampas Creek, which provides habitat for various species of birds, amphibians, reptiles and mammals. The

woodland provides nesting and foraging habitat for many avian species. Pacific tree frog is expected to occur in the creek and woodland.

The proposed project is not within critical habitat for California red-legged frog, but the species may utilize the creek and surrounding riparian woodlands for foraging and movement. Aquatic breeding habitat is not present in the area surrounding the proposed project due to the absence of pools of sufficient depth of 2.5 feet deep or more. The nearest critical habitat for California red-legged frog are Units CCS-1, located 2.3 miles from the action area, and CCS-2A, located 5.5 miles from the action area. California red legged frogs have been observed in the past 25 years approximately 1.4 and 1.5 miles from the action area. Outfall reconstruction activities have the potential to directly harm individual California red-legged frog if present in the repair area during construction, but with the unlikely occurrence of individuals in the area and implementation of conservations measures, the proposed project is not likely to adversely affect the species. The proposed project will not result in a loss of frog habitat since it is replacing a man-made structure with another man-made structure. The rip rap installation may modestly improve aquatic habitat conditions in Las Trampas Creek by slowing down turbulent water directly entering and providing more burrow and nesting holes for animals.

Conclusion

The Service concurs that the proposed project is not likely to adversely affect the California red-legged frog because: (1) the project is small and short in duration; (2) the project has limited impacts and may improve aquatic habitat; (3) successful implementation of the conservation measures described in this document will avoid adverse effects on individual California red-legged frogs.

This concludes informal consultation on the 3372 Moraga Boulevard Pipe Outfall Project. As provided in 50 CFR §402.16(a), reinitiation of consultation is required and shall be requested by the federal agency or by the Service where discretionary federal involvement or control over the action has been retained or is authorized by law, and:

- 1) If new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered;
- 2) If the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this written concurrence; or
- 3) If a new species is listed or critical habitat designated that may be affected by the identified action.

If you have any questions regarding this letter, please contact Bridget Giblin, Fish and Wildlife Biologist (bridget_giblin@fws.gov) or at (916) 414-6624 or Ryan Olah, Coast Bay Division Supervisor (ryan_olah@fws.gov), at (916) 414-6623.

Sincerely,

Ryan Olah

Coast-Bay Division Supervisor

cc:

U.S. Army Corps of Engineers, San Francisco, California

Sergio Redondo, U.S. Army Corps of Engineers, San Francisco, California

Tim Clark, City of Lafayette, Lafayette, California

Literature Cited

California Department of Fish and Wildlife. 2023. California Natural Diversity Database (CNDDDB). Government version dated March 2024. Occurrence Reports for California red-legged frog. Retrieved on March 1, 2024.

The City of Lafayette. 2023. Biological Resources Report for the Outfall Reconstruction at 3372 Moraga Boulevard, Lafayette, CA.



San Francisco Bay Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR THE

**3372 Moraga Blvd. Outfall Reconstruction Project
Contra Costa County**

Sent via electronic mail: No hard copy to follow

Effective Date: March 13, 2024
RM: 455754
Place ID: 893302
WDID#: 2 CW455754
Corps No: SPN-2023-00440S

Applicant: City of Lafayette
3675 Mt. Diablo Boulevard, Ste. 201
Lafayette, CA 94549
Phone: (925) 299-3245
Attn: Tim Clark, tclark@ci.lafayette.ca.us

Water Board Staff: Kathryn Hart
1515 Clay Street, Suite 1400
Oakland, CA 94612
Phone: (510) 622-2356
Email: Kathryn.Hart@waterboards.ca.gov

ALEXIS STRAUSS HACKER, CHAIR | EILEEN M. WHITE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay

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Certification and Order Coverage

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order is issued to the City of Lafayette (Permittee).

Pursuant to CWA section 404, the Permittee requested authorization to fill and discharge to waters of the U.S. from the U.S. Army Corps of Engineers (Corps), Regulatory Branch under a Nationwide Permit (NWP). The Corps anticipates authorization of the 3372 Moraga Blvd. Outfall Reconstruction Project (Project) under NWP 7 (*Outfall Structures and Associated Intake Structures*) pursuant to CWA section 404 (33 USC § 1344 et seq.) (Corps File No. 2023-00440S).

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Project does not violate State water quality standards. The application for Certification was received on January 3, 2024. The following sections are derived from the Application.

1. Project

The Project will install a new rock riprap splash pad at an existing storm drain outfall that discharges on the bank of Las Trampas Creek (Creek).

1.1 Site and Project Description

The Project site is located in the back of the 3372 Moraga Blvd. residence south of Highway 24 in the City of Lafayette (City) (lat. 37.891376, long. -122.107309). The existing outfall conveys local watershed stormwater runoff to a concrete pad situated on the bank of the Creek. The concrete pad is undermined and broken, and the surrounding bank is lined with bagged concrete (Sakrete). The broken concrete pad is vulnerable to slipping into the Creek, creating an obstruction to flow and erosion on the bank from stormwater discharge. The existing concrete and Sakrete materials will be removed and replaced with rock riprap to dissipate the discharge from the pipe. Rock will be placed within the footprint of the broken concrete pad. The high-density polyethylene outfall pipe will be cut back from its existing approximately four-foot-length to extend only two feet from the Creek bank face. This will decrease the drop distance for flows upon discharge, and release flows higher on the bank within the rock pad.

The concrete pad will be demolished and removed with hand and power tools. No heavy equipment is anticipated because of access constraints. Silt fencing and straw waddles will be placed at the toe of the site to catch any debris that might roll down the bank during construction.

2. Impacts to Waters of the State

The Water Board has independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project's watershed. The San Francisco Bay Basin Water Quality Control Plan (Basin Plan) defines the beneficial uses of waters of the State. The Basin Plan assigns the following beneficial uses to Las Trampas Creek: cold freshwater habitat, preservation of rare and endangered species, wildlife habitat, water contact recreation, and non-contact water recreation.

2.1 Fill and Discharge

The Project will use eight cubic yards of rock riprap within 85 square feet on the Creek bank. The rock will replace existing concrete hardscape so no new permanent impacts will occur as a result of the Project. Minor temporary disturbance to the Creek bank will occur while the concrete pad is demolished and removed.

Construction-related impacts will include soil disturbance on the Creek banks and in areas that drain to the Creek. The discharge of concrete and Sakrete debris could impact water quality and beneficial uses if not properly managed throughout the construction period.

3. Mitigation

This Project involves no new permanent impacts and only minor temporary impacts during construction. No mitigation is required beyond the implementation of necessary best management practices during construction. These measures will include installation of a protective fence at the toe of the slope to prevent construction debris or rock from falling into the Creek. Erosion and sediment controls and other best management practices will be used to prevent the discharge of sediment and construction debris to the Creek during all phases of construction. All temporarily disturbed areas of the site will be restored to pre-Project topography and vegetative conditions.

4. CEQA Compliance

The Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities. The Water Board, as a responsible agency under CEQA, finds that foreseeable environmental impacts under its jurisdiction have been identified and will be appropriately addressed with implementation of the mitigation measures described in the Application and as required in this Order.

5. Conditions

I, Eileen White, Executive Officer, do hereby issue this Order certifying that any discharge from the proposed Project will comply with the applicable provisions of CWA 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), and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Order, including the following:

5.1 Regulatory Compliance and Work Windows

1. **Design Conformance.** The Project shall be constructed in conformance with the Application materials and as described in this Certification. The Permittee shall fully comply with engineering plans, specifications, and technical reports submitted in the Application or supplemental materials required as part of this Certification. Any changes to information provided in the Application must be submitted to the Water Board and receive Executive Officer approval before the changes are implemented;

Rationale: This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work

has been conducted in accordance with the permit and all applicable conditions. (California Water Code (CWC) section 13264).

2. **Corps Compliance.** The Permittee shall adhere to the conditions of the NWP issued by the Corps (Corps File No. SPN-2023-00440S) and all requirements associated with the authorization;
3. **California Department of Fish & Wildlife Compliance.** The Permittee shall adhere to all terms set forth in any permit issued for the Project by the California Department of Fish & Wildlife (CDFW), and any modifications of the permit;
4. **Special Status Species.** This Certification does not allow for the take, or incidental take, of any special status species. The Permittee shall use the appropriate protocols, as approved by CDFW to ensure that Project activities do not impact the Beneficial Use of the Preservation of Rare and Endangered Species;

***Rationale:** Conditions 2 through 4 are required pursuant to California Code of Regulations Title 23 (23 CCR) section 3856(e), which requires that copies be provided to the Water Boards 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."*

5. **Work Window.** To protect waters of the State from sediment generation or debris associated with construction activity and to minimize potential impacts to aquatic species, the Permittee will schedule as much work as possible during the dry season to minimize the potential for wet weather, surface flooding, and high groundwater at the work site;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work has been conducted in accordance with the permit and all applicable conditions. (CWC section 13264).*

6. **Precipitation and Construction Planning.** Precipitation forecasts shall be considered when planning construction activities. The Permittee shall monitor the 72-hour forecast from the National Weather Service at <http://www.nws.noaa.gov>. When there is a forecast of more than 40% chance of rain, or at the onset of unanticipated precipitation, the Permittee shall implement erosion and sediment control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs, straw) to prevent discharge of stormwater runoff containing sediment to waters of the State;

***Rationale:** This condition is necessary to ensure avoidance and minimization of impacts to waters of the State and Beneficial Uses from construction activities (CWC section 13376 et seq.). These conditions are also necessary to minimize adverse impacts to water quality from construction activities to the maximum extent practicable (State Board Resolution No. 68-16; 40 CFR part 131.12 (a)(1); CWC section 13369; Basin Plan section 2.1.14).*

5.2 General Construction

7. **Discharge Prohibition.** No unauthorized construction-related materials or wastes (e.g., debris, soil, silt, excessive bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life) shall be allowed to enter into or be placed where they may be washed by rainfall or runoff into waters of the State. When construction is completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be discharged to waters of the State;
8. **Equipment Maintenance Prohibition.** No fueling, cleaning, or maintenance of vehicles or equipment shall take place within waters of the State, or within any areas where an accidental discharge to waters of the State may occur; and construction materials and heavy equipment must be stored outside of waters of the State. When work within waters of the State is necessary, best management practices shall be implemented to prevent accidental discharges;

***Rationale:** Conditions 7-8 are necessary to ensure that contaminated material is not placed within waters of the State (Basin Plan sections 3.3.12, 3.3.19, and 4.19) and to ensure avoidance and minimization of impacts to waters of the State from construction activities (CWC section 13376 et seq.). These conditions are also necessary to minimize adverse impacts to water quality from construction activities to the maximum extent practicable (State Board Resolution No. 68-16; 40 CFR part 131.12 (a)(1); CWC section 13369; Basin Plan section 2.1.14).*

9. **Beneficial Use Impacts.** All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat; measures shall be employed to minimize disturbances along waters of the State that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation;

***Rationale:** This condition is necessary to ensure that Project implementation does not impact water quality in ways that impair the designated beneficial uses of waters of the State (Basin Plan Chs. 3 and 4) and to ensure minimization of impacts to waters of the State and, as well as to ensure successful restoration of all temporary impacts authorized (State Board Resolution No. 68-16; 40 CFR part 131.12 (a)(1); CWC sections 13264 and 13369; Basin Plan Chs. 3 and 4).*

5.3 Pre-Construction Reporting and Other Requirements

10. **Commencement of Construction.** The Permittee shall submit a Commencement of Construction Report acceptable to the Executive Officer. The Commencement of Construction Report shall be submitted no later than seven days prior to the start of initial construction activities. The report shall reference **SOC_455754_3372 Moraga Blvd Outfall Reconstruction** and shall be sent via email to RB2-401Reports@waterboards.ca.gov or by mail to the attention of 401 Certifications Reports (see address on the letterhead). The Commencement of Construction shall be submitted in same timeframe specified herein for multiple construction seasons, if necessary;

Rationale: *This condition is necessary to assist in scheduling compliance inspections to ensure compliance with the permit and applicable conditions (CWC section 13267).*

11. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of 5 photo-documentation points to provide representative views of the Project site. The photo-documentation points shall include the Creek bank where rock riprap will be placed and the Creek bed and banks beneath, and adjacent to the new rock riprap pad. The photo-documentation points shall be used to track the Project's pre- and post-construction conditions. Prior to, and following construction, the Permittee shall photographically document the pre- and post-construction conditions. These post-construction photographs shall be submitted along with the as-built report described below;

Rationale: *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

5.4 Active Construction and Post-Construction Reporting Requirements

12. **As-Built Report.** The Permittee shall prepare and submit an as-built report acceptable to the Executive Officer within 60 days of completing the work. If Project initiation is delayed, then an annual status report shall be submitted to the Water Board no later than January 31, 2025, and shall describe the anticipated time schedule for start of construction. The as-built report shall include a description of the areas of actual disturbance during Project construction and the photographs specified in Condition 11. The report shall clearly identify and illustrate the Project activities, and locations where impacts to waters of the State occurred. The as-built report shall document that the rock pad extends to an elevation that will protect the bank from erosion due to the outfall discharge (i.e. flows shall not undermine the upper extent of the rock pad). The as-built report shall include the 100 percent construction plans marked with the contractor's field notes that clearly depict any deviations made during construction from the designs reviewed by the Water Board. The as-built report shall be submitted via email to (1) the Water Board staff responsible for certifications in Contra Costa County and (2) RB2-401Reports@waterboards.ca.gov. This report shall reference **As Built_455754_3372 Moraga Blvd Outfall Reconstruction**, and the date of Project completion;

13. **Project Construction Completion Report.** The Permittee shall submit a Notice of Project Construction Completion (NOC) acceptable to the Executive Officer to notify the Water Board that the Project has been completed. The Completion Notice shall be submitted to the Water Board no later than 60 days after completing Project construction and shall reference **NOC_455754_3372 Moraga Blvd Outfall Reconstruction**. The Notice may be combined with the as-built report providing that a reference to 'Notice of Completion' is included in the subject line of email or hard copy submittals and shall be sent via email to RB2-401Reports@waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports (see address on the letterhead);

Rationale: *Conditions 12 and 13 are necessary to ensure compliance with the permit and applicable conditions and to ensure that the Project has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

5.5 Administrative and General Compliance

14. **Site Access.** The Permittee shall grant Water Board staff or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to: (1) enter upon the Project site or compensatory mitigation site(s) where a regulated facility or activity is located or conducted, or where records are kept; (2) have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order; (3) inspect any facilities, equipment, practices, or operations regulated or required under this Order; and (4) sample or monitor for the purposes of assuring Order compliance;

***Rationale:** This condition is necessary to assist in scheduling compliance inspections and to ensure compliance with the permit and applicable conditions (CWC section 13267).*

15. **Certification and Order at Site.** 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;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions (CWC sections 13170 and 13245).*

16. **Water Quality Violations Notification.** The Permittee shall notify the Water Board of any violations of water quality standards, along with the cause of such violations, as soon as practicable (ideally within 24 hours). Notification may be via telephone, email, delivered written notice, or other verifiable means;

***Rationale:** This condition is necessary to minimize adverse impacts to water quality (CWC sections 13385 and 13267).*

17. **Ownership Change Notification.** The Permittee shall provide a signed and dated notification to the Water Board of any change in ownership or interest in ownership of any Project area at least 10 days prior to the transfer of ownership. The purchaser shall also submit a written request to the Water Board to be named as the permittee in an amended order. Until 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;

18. **Discharge Change Notification.** In accordance with CWC section 13260, the Permittee shall file with the Water Board a report of any material change or proposed change in the ownership, character, location, or quantity of this waste discharge. Any proposed material change in operation shall be reported to the Executive Officer at least 30 days in advance of the proposed implementation of any change. Changes to discharges include, but are not to be limited to, significant new soil disturbances, proposed expansions of development, or any change in drainage characteristics at the Project site. For the purpose of this Order, this includes any proposed change in the boundaries of the area of wetland/waters of the State to be impacted;

***Rationale:** Conditions 26 and 27 are necessary to ensure compliance with the permit and applicable conditions (CWC section 13264).*

19. **Submittal of Reports.** Where this Certification requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13267).*

20. **Individual Waste Discharge Requirements.** Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to CWC sections 13263 and/or 13377 and 23 CCR section 3857;

21. **Expiration.** This Order shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

5.6 Standard Conditions

22. **Certification and Order Modification.** This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to CWC sections 13320 and 13330 and 23 CCR section 3867;

23. **Hydroelectric Facilities.** This Order does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought;

24. **Application Fee.** This Certification and Order is conditioned upon full payment of the required fee, including annual fees, as set forth in 23 CCR section 3833. The Project's Application and Project fee of \$2,985, calculated using the 2023-2024 Water Quality Certification Dredge and Fill Application Fee Calculator, Category E – Low Impact Discharges, was paid in full on January 8, 2024;

25. **Annual Fee Invoice.** In accordance with 23 CCR section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project construction activities are completed and an acceptable Notice of Completion is received by the Water Board (Note: the Annual Fee may be changed by the State Water Board; at the time of Certification it was \$399 per year). Annual fees will be automatically invoiced to the Permittee. The Permittee must notify the Water Board when mitigation is complete with a final report in order to request termination of annual billing.

***Rationale:** Conditions 22-25 are standard conditions that "shall be included as conditions of all water quality certification actions" (23 CCR section 3860(a)).*

In addition to the information noted above, these conditions are individually required to ensure compliance with narrative water quality objectives in the Basin Plan, the state anti-degradation policy (State Water Board Resolution No. 68-16), the California Wetlands Conservation Policy (Executive Order W-59-93, Basin Plan Chs. 4 and 5), and Water Board policies for the protection of wetlands and waters (Basin Plan ch. 4, including ch. 4.23).

The conditions above are individually authorized as noted above and by 23 CCR sections 3838 and 3859 and CWC Div. 7, ch. 4, Article 4, Waste Discharge Requirements.

This Order applies to the Project as proposed in the application materials and designs referenced above in the conditions of Certification. Be advised that failure to implement the Project in conformance with this Order is a violation of this Certification. Any violation of Certification conditions is a violation of State law and subject to administrative civil liability pursuant to CWC section 13350. Failure to meet any condition of this Certification may subject the Permittee to civil liability imposed by the Water Board to a maximum of \$10,000 per day of violation or \$10 for each gallon of waste discharged in violation of this action. Any requirement for a report made as a condition to this Certification is a formal requirement pursuant to CWC section 13267, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in CWC section 13268. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements.

If you have any questions concerning this Order, please contact Kathryn Hart of my staff via email to Kathryn.hart@waterboards.ca.gov or by phone at (510) 622-2356. All future correspondence regarding this Project should reference the RM No. indicated at the top of this letter.

Sincerely,

for Eileen White
Executive Officer

Attachment: Selected Project Drawings

cc: SWRCB, DWQ, stateboard401@waterboards.ca.gov
Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
CDFW, CDFW Email, askbdr@dfg.ca.gov
U.S. EPA, Region 9:
EPA Mailbox: r9cwa401@epa.gov
Jennifer Siu, siu.jennifer@epa.gov
Corps, SF Regulatory Branch:
Katerina Galacatos, katerina.galacatos@usace.army.mil
Sergio Redondo, Sergio.a.redondo@usace.army.mil

ATTACHMENT

401 Water Quality Certification

City of Lafayette

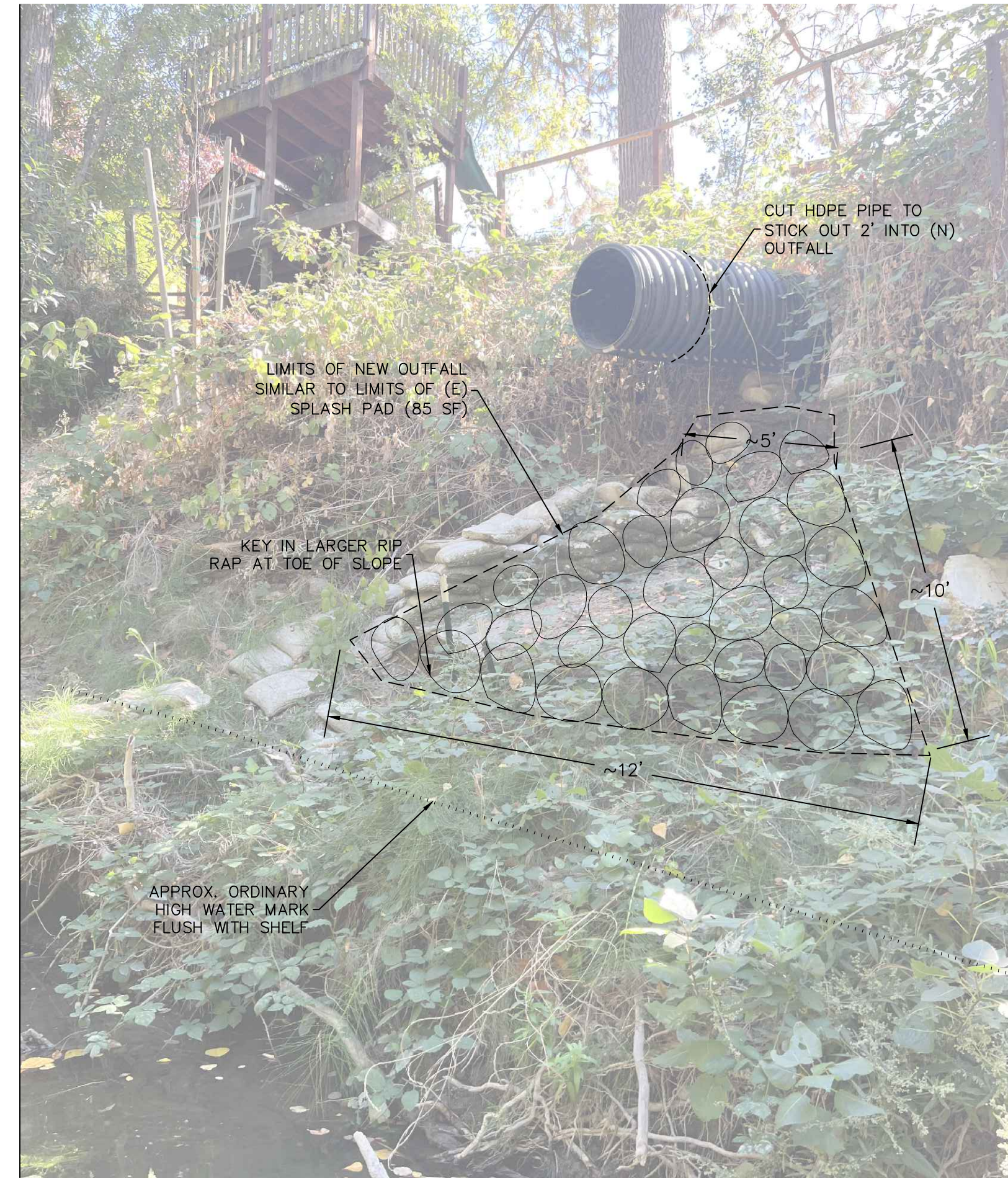
3372 Moraga Blvd. Outfall Reconstruction Project

Contra Costa County

March 2024



EXISTING PIPE OUTFALL



IMPROVED PIPE OUTFALL



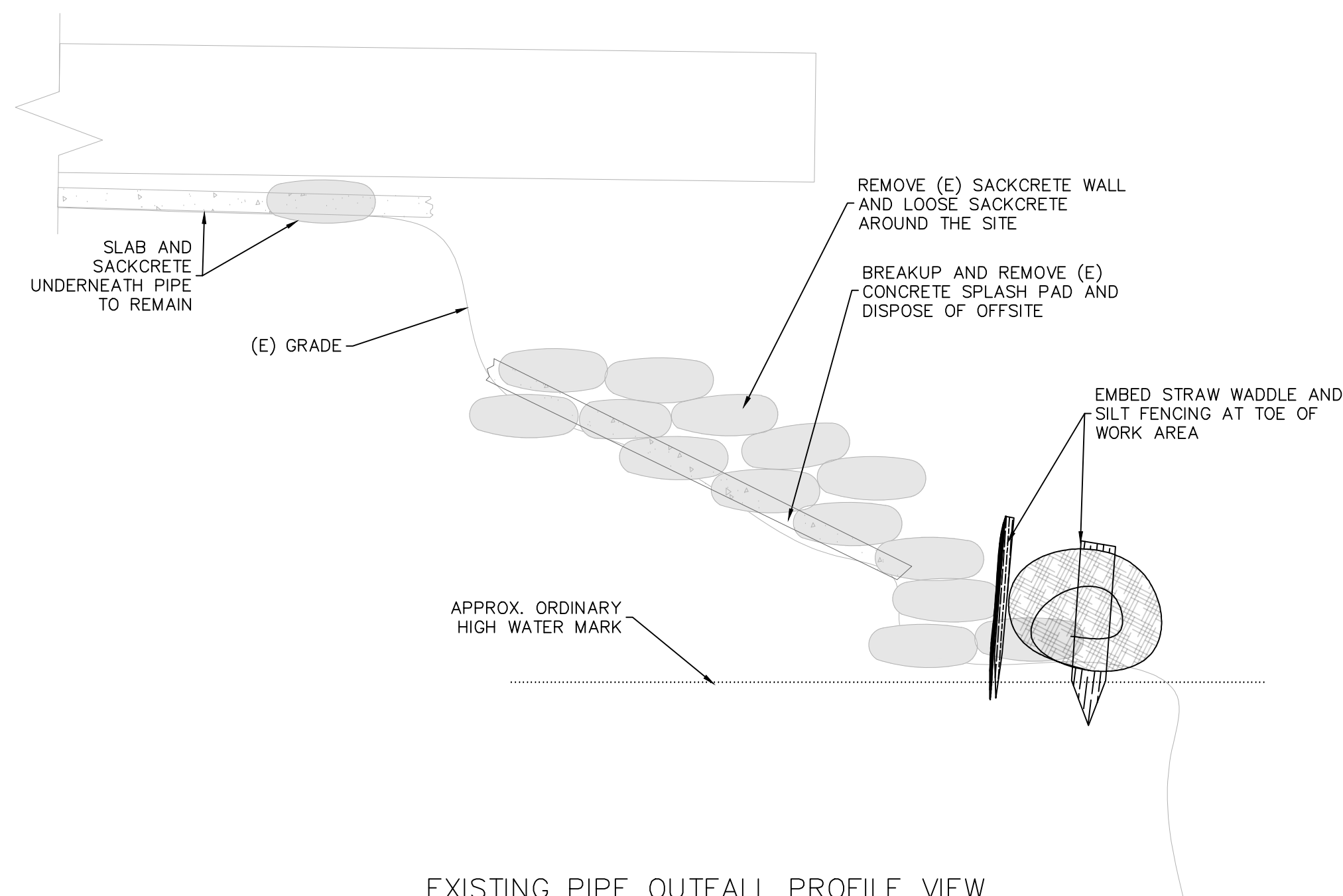
LAS TRAMPAS CREEK DOWNSTREAM (LOOKING EASTWARD)



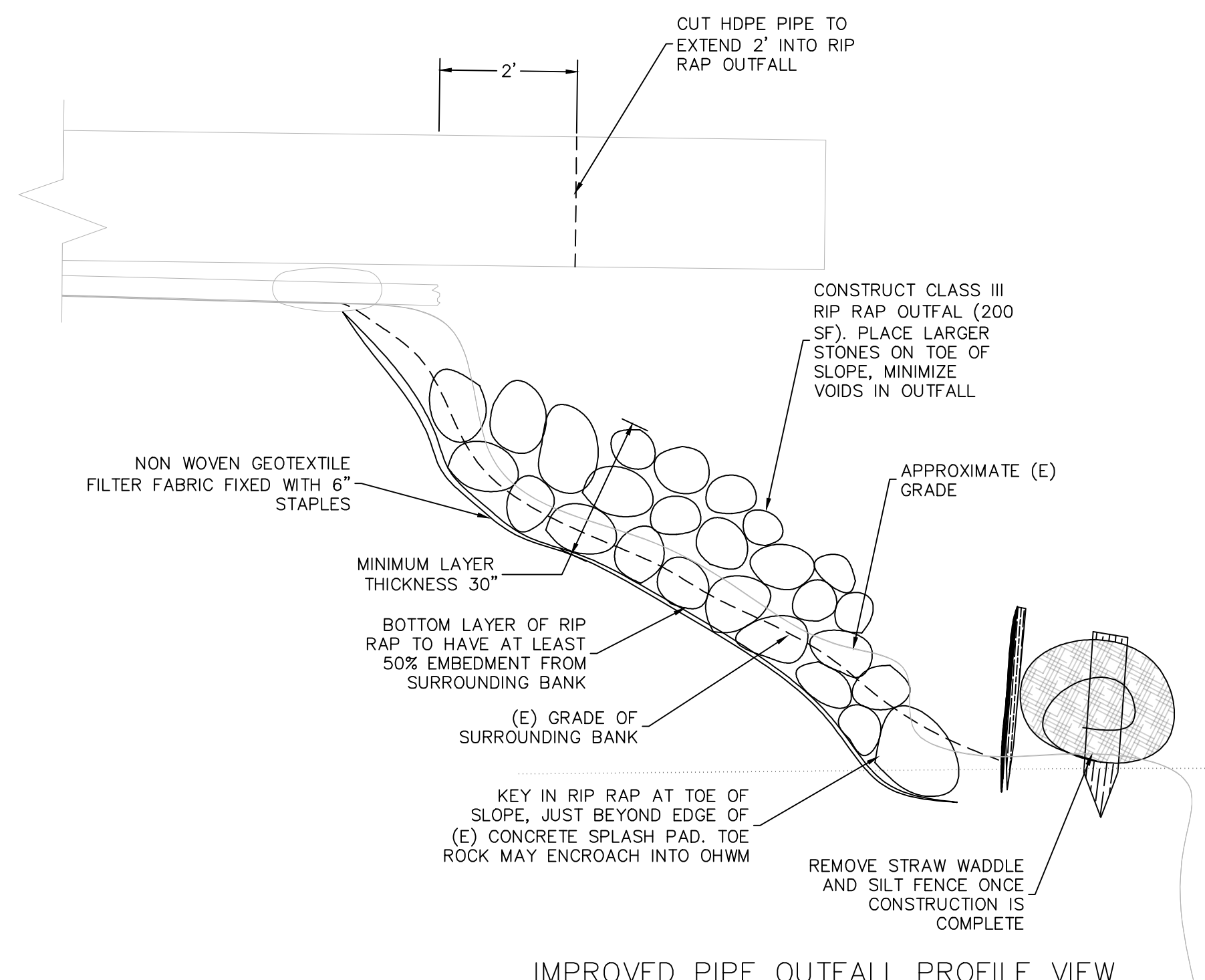
LAS TRAMPAS CREEK SOUTH BANK (OUTFALL)



LAS TRAMPAS CREEK NORTH BANK (ACROSS FROM OUTFALL)



EXISTING PIPE OUTFALL PROFILE VIEW



IMPROVED PIPE OUTFALL PROFILE VIEW

DATE	MARK	REVISION	INIT.

Designed by: TC
 Drawn by: TC
 Checked by: JML
 Reviewed by: MM
 Date: 10/19/2023

SIGN: _____ DATE: _____

3675 Mount Diablo Boulevard, Suite 210
 Lafayette, California, 94549-1968
 (925) 299-3217 Fax (925)284-3169
 www.ci.lafayette.ca.us

REVIEWED BY:
 CITY OF LAFAYETTE

 MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
 PROJECT NO. 014-97xx
 ####
 CONTRA COSTA COUNTY CALIFORNIA

3372 MORAGA BOULEVARD
 PIPE OUTFALL
 SCALE: NTS _____ SHEET 4 of 5

Enclosure 2

Permittee: City of Lafayette (Point of Contact: Tim Clark)

File Number: SPN-2023-00440S

**Certification of Compliance
for
Nationwide Permit**

"I hereby certify that the work authorized by the above referenced File Number and all required mitigation have been completed in accordance with the terms and conditions of this Nationwide Permit authorization."

(Permittee)

(Date)

Email to: cespn-rg-submittal@usace.army.mil

Attn: Sergio Redondo

U.S. Army, Corps of Engineers
San Francisco District
Regulatory Division, CESPAN-RG
450 Golden Gate Ave., 4th Floor
San Francisco, CA 94102-3404



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

April 15, 2024

Regulatory Division

Subject: File Number SPN-2023-00440S

Mr. Tim Clark
City of Lafayette
3675 Mt. Diablo Boulevard
Lafayette, California 94549
tclark@ci.lafayette.ca.us

Dear Mr. Clark:

This correspondence is in reference to your submittal of September 29, 2023, on behalf of the City of Lafayette concerning Department of the Army (DA) authorization for the 3372 Moraga Boulevard Pipe Outfall Project located in the City of Lafayette, Contra Costa County, California; Latitude 37.8913°, Longitude -122.1073°.

Work within U.S. Army Corps of Engineers (Corps) jurisdiction will include the removal of an existing outfall structure (concrete and sackrete splash pad) and placement of rock riprap. Work will require placement of fill material (rock riprap) within 24 square feet (2 cubic yards) of Las Trampas Creek. All work shall be completed in accordance with the plans and drawings titled: "USACE File #SPN-2023-00440S, 3372 Moraga Boulevard Pipe Outfall Project, Lafayette, Contra Costa County" dated April 5, 2024, in one sheet, provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal and the current condition of the site, as verified during a field investigation on October 17, 2023, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 7 Outfall Structures and Associated Intake Structures (86 Fed. Reg. 73522, December 11, 2021),

pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 *et seq.*). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited on our website (www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law. Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 2, verifying that you have complied with the terms and conditions of the permit.

This verification will remain valid until March 14, 2026, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). This verification will remain valid if, during the time period between now and March 14, 2026, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx).

You shall comply with all terms and conditions set forth by the “Clean Water Act Section 401 Water Quality Certification and Order for the 3372 Moraga Blvd. Outfall Reconstruction Project, Contra Costa County,” issued by the San Francisco Bay Regional Water Quality Control Board on March 13, 2024 (enclosure 3). You shall consider such conditions to be an integral part of the NWP authorization for your project.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally-listed species in the absence of a biological opinion with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the United States Fish and Wildlife Service (USFWS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 *et seq.* By letter

of April 4, 2024, cited in enclosure 4, USFWS concurred with the determination that the project was not likely to adversely affect California red-legged frog (*Rana draytonii*).

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. The USFWS concurred with the determination that the project was not likely to adversely affect California red-legged frog (*Rana draytonii*). This concurrence was premised, in part, on project work restrictions and the description of the proposed action outlined in enclosure 1. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur. The conservation recommendations outlined on pages 2-5, in enclosure 4, shall be fully implemented as stipulated.
2. If any additional federally protected species are found within the project area, work in habitat supporting the species shall not continue until the Corps completes/reinitiates consultation with the U.S. Fish and Wildlife Service, and/or the National Marine Fisheries Service, pursuant to Section 7 of the Endangered Species Act, as amended. The Corps shall notify the applicant in writing when work may commence.
3. Authorization under this Corps permit is conditional upon your adherence to the project description and plans as submitted. Deviation from this may be interpreted as a violation of the permit. Please contact the Corps if there are any modifications to the project.
4. All proposed and standard best management practices shall be implemented throughout the project site to help minimize impacts to waters of the U.S.
5. A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document completed activities, as-built drawings, total impacts (if different from those approved), and include before and after photographs.

You may refer any questions on this matter to Sergio Redondo by telephone at 415-503-6580 or by e-mail at Sergio.A.Redondo@usace.army.mil. All correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. The Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website:

www.spn.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

Katerina Galacatos, Ph.D.
South Branch Chief, Regulatory Division

Enclosures

cc:

CA RWQCB, Oakland, CA (Attn. Kathryn Hart, kathryn.hart@waterboards.ca.gov)

USFWS, Sacramento, CA (Attn. Bridget Giblin, bridget_giblin@fws.gov)