REQUEST FOR PROPOSALS
FOR BIOLOGICAL MONITORING IN SUPPORT OF
THE McCoy Creek Trail Phase 2 Improvements Project

Issuance Date: March 16, 2022

Proposals Due: Thursday, March 31, 2022, at 2:00 PM

City of Suisun City
Building & Public Works Department – Engineering Division
701 Civic Center Boulevard
Suisun City, CA 94585
GENERAL INFORMATION

Introduction
The City of Suisun City, hereafter referred to as the “City”, is inviting highly qualified professional consulting firms to provide proposals for professional services to perform biological monitoring on the McCoy Creek Phase 2 Improvements Project (“Project”).

Each Proposer is responsible for reviewing and understanding all terms of this RFP, including all attachments, and for conducting its own background research of the Project.

Neither the issuance of this RFP nor the acceptance of Proposals commits the City to award or enter into an Agreement. The City reserves the unfettered right to reject any or all Proposals, at any time, and to seek new Proposals when in the best interest of the City. The City reserves the right to cancel, modify, or postpone this RFP or the Project, at any time, and to waive any irregularities or informalities in any RFP procedures. Each Proposer is solely responsible for the expenses it incurs to respond to this RFP. The City expressly disclaims responsibility for any assumptions a Proposer might draw from the presence or absence of information provided by the City in any form.

The City, in its sole discretion, may amend this RFP by issuing written addenda to the RFP. Such addenda will be posted on City’s website at https://www.suisun.com/. It is the responsibility of each Proposer to monitor the City’s website for any addenda that may be issued related to this RFP.

The City of Suisun City (City) has secured grant monies through the Active Transportation Program (ATP) Cycle 3 program to design and construct the McCoy Creek Trail – Phase 2 Project (Project).

On February 2, 2022, the plans and specifications for this project were advertised. Bid opening date is scheduled for March 17, 2022, and the City will award the construction contract at its April 5th City Council meeting.

Submittal Information
Proposals must be received by March 31, 2022 at 2:00 PM (PST), unless subsequently modified by the City by addendum, at the following address:

City of Suisun City
Public Works Department – Engineering Division
Attn: Nick Lozano, Associate Engineer
NOTE: Proposals received after this date and time deadline will be returned unopened and considered disqualified.

**Tentative Schedule**
This Project is high on the City’s priority list.

The tentative schedule for Consultant selection is as follows:

- **Request for Proposals Issued** March 16, 2022
- **Proposals Due** March 31, 2022, at 2 PM
- **Interviews with Top-Ranked Firms (if deemed necessary)** April 6, 2022
- **Contact Award Date – City Council** April 19, 2022
- **Execute Contract and Issue Notices to Proceed** June 2022

Construction is anticipated to occur over two calendar years, in 2022 and 2023. Construction is anticipated to start in June/July 2022 and to be completed by December 31, 2023.

**Questions Regarding This Project**
Questions regarding this project must be submitted in writing only to:

Nick Lozano, Associate Engineer
City of Suisun City – Engineering Division
701 Civic Center Boulevard
Suisun City, CA 94585
E-mail: nlozano@suisun.com

When submitting questions via email, proposer shall carbon copy (cc) Gemma Geluz at email ggeluz@suisun.com.

The last day to submit questions is March 28 at 12 noon, unless subsequently modified by the City by addendum.

**BACKGROUND ON THE PROJECT**

McCoy Creek Trail – Phase 1 was completed in 2008. Phase 1 is a 10-foot wide concrete path along the west bank of the McCoy Creek Trail between Highway 12 and Pintail Drive.

Suisun City has recently been awarded $4.13 million in ATP Cycle 3 funds to design and construct the extension of the McCoy Creek Trail to the north bank of Laurel Creek (Phase 2). Phase 2 would extend the existing Phase 1 Trail by constructing a 10-foot wide concrete Class I pedestrian/bicycle path along the west bank of the McCoy Creek canal from the north side of Pintail Drive to Laurel Creek. Phase 2 would include a pedestrian bridge from the south bank to
the north bank of the Laurel Creek canal (roughly ending at the dead-end of Humphrey Drive). The trail would then continue along the north bank of the Laurel Creek canal from Humphrey Drive to Blossom Avenue. See Attachment 2 – Project Map. Phase 2 would be approximately one mile in length, and would result in a natural, scenic concrete trail through the center of town.

In addition to the construction of the Class I concrete path and the prefabricated bridge, other improvements could include installing new fencing, railing, site furnishings, monument entrance signs, wayfinding signs, educational kiosk signs, roadway signs, pavement striping, roadway chokers, flashing beacons at the chokers, crosswalks at mid-block roadway crossings, minor landscaping, and street lighting.

**ANTICIPATED SCOPE OF WORK**

The services required of proposers biological monitoring and construction crew training per the attachments. Persons or firms wishing to respond to this invitation shall review the following attachments: 1) Location Map, 2) California Department of Fish and Wildlife (CDFW) Permit, 3) Caltrans’ Categorical Exemption/Categorical Exclusion Determination Form, and 4) LSA’s biological resources report.

It should be noted that the attached CDFW Permit is only issued for the bridge work, including installation of footings, bridge abutments, placement of prefabricated bridge, and pouring of concrete for bridge deck. Also, to view the advertised construction documents (plans and specifications), click on this link: [http://www.blueprintexpress.com/suisuncity](http://www.blueprintexpress.com/suisuncity).

**REQUIRED SUBMITAL INFORMATION**

**General Submittal Requirements**

Persons or firms wishing to respond to this invitation must supply the minimum number of copies set forth in the transmittal letter by the stated date and time deadline. The nature and form of response is at the discretion of those responding, but shall include the information listed below. Prospective proposers are highly encouraged to visit the job site prior to submitting a proposal.

Proposals must be:
1) Typed. Minimum font size is 12.
2) Be as brief as possible and not include any unnecessary promotional material.
3) Be no more than 15 total pages in length including all responses, reference work, and information about the firm and individuals assigned to the project. The following items are not included as part of the 15 page total requirement: title page, table of content, Cost Proposal, resumes, drawings and dividers.

Standard 8-1/2” x 11” paper should be used along with the simplest possible method of fastening the proposal for submittal (excluding paper clips). Note that drawings are not limited to the 8-1/2” x 11” size.
All submittals shall become the property of the City. Furthermore, all submitted proposals, documents and information included therein or attached thereto shall become public record upon their delivery to the City.

Any proposer may withdraw their proposal, either in-person or by written request at any time prior to the scheduled closing time for receipt of proposals. Such requests should be directed to the Nick Lozano, Associate Engineer.

**Proposal Submittal Requirements**

Proposals and any accompanying documents shall be submitted in a sealed envelope with the words “DO NOT OPEN – Request for Proposals for Biological Monitoring in Support of the McCoy Creek Trail Phase 2 Improvements Project” clearly marked in the lower left-hand corner of the envelope. Two bound copies of the proposal, plus one reproducible unbound copy of the proposal, must be submitted. The Cost Proposal for the Project must be in a separate sealed envelope within the proposal package, clearly marked as the price proposal for this solicitation, with firm name, and Project name.

1) **General Qualifications Section**
   This section should include a very brief summary of Consultant’s overall organization, areas of practice and stability. Provide a summary of your firm's qualifications and experience, and of the personnel who will be assigned to this project. Describe the scope of services provided by your firm without the use of outside consultants.

   Consultant shall list any lawsuit or litigation and the result of that action resulting from any job undertaken by the firm or by its sub-consultants which is still pending or has occurred on projects within the last five years

2) **Project Qualifications Section**
   This section is to include a brief description of the Consultant’s qualifications for the project and previous experience in the last five years on similar or related projects, along with references. Indicate your firm's specific responsibilities, total project cost for each of the projects and the percentage of work for which your firm was responsible.

   The City has great interest in the quality of all sub-consultants that the prime consultant may engage on this project. The City retains the right to approve/disapprove of sub-consultants selected by the Consultant for this project. Provide names, addresses, telephone numbers, background qualifications and the scope of services that will be provided by all sub-consultants proposed to be used.

3) **Project Understanding Section**
   In this section, the Consultant is to demonstrate their understanding of the proposed Project by explaining their approach to performing the construction crew training, conducting field surveys, and performing biological monitoring.

4) **Other Information Section**
Consultant may use this section to include additional information that might aid the Selection Committee in determining the Consultant’s qualifications for the Project.

5) Proposed Work Scope and Schedule Section
Consultant should detail their proposed work scope and schedule including stated assumptions, inclusions, and exclusions. The proposed work schedule shall be included in this section.

Cost Proposal Submittal Section (Must be in a separate sealed envelope.)
A Cost Proposal along with a rate schedule shall be submitted with the proposal.

This section of the proposal must be submitted separately in a sealed envelope marked “Cost Proposal for the Preparation of Environmental Documents in Support of the McCoy Creek Trail – Phase 2 Project” with name of firm in the lower left corner of the envelope and should provide a full description of the expected costs for the work described in this RFP. Consultant is to provide an estimate, including the name of any individual that will work on the project, of the amount of time (person hours) that will be devoted to each task for all staff of both the Consultant and all sub-consultants. Also include the hourly rate of each individual and amount of reimbursable expenses. This section is to demonstrate the anticipated levels of effort and an understanding of the resource needs for each of the projects.

The Cost Proposal will remain sealed until after the Selection Committee has completed their ranking evaluation of all proposals.

EVALUATION

Submittal Evaluation and Interview
Proposals will be evaluated based on the following criteria. These criteria are not listed in order of importance:

- Perceived ability to perform work in a timely and cost-effective manner.
- Demonstrated success with performing biological/resources survey and preparing reports for similar projects.
- Qualifications of key personnel to be assigned to the project.
- Experience in coordinating projects of these types with multiple agencies.
- Breadth and quality of services offered by the firm.
- Understanding of project and proposed work approach.

If deemed necessary by the City’s Selection Committee, oral interviews will follow the evaluation of the proposals. The selection of Consultants for oral interviews will be based on the ranking given by the Selection Committee after reviewing the submitted proposals. The top-ranked firms (three to five firms) the Section Committee considers to be the most qualified to perform the work will be invited to an interview and to make oral presentations. The ranking of participants in the oral interview process will be made by the Selection Committee and after the interviews all Consultants will be notified of the number one selection. Final selection will be based upon overall capability to perform services and not exclusively upon cost of services.
**Negotiation**
The City will negotiate with the first-ranked firm to secure an agreement. If negotiations with the first-ranked firm are unsuccessful, negotiations will be formally terminated and staff shall then begin negotiating with the next ranked firm. This process shall continue until an agreement is secured.

The City reserves the right to reject any and all proposals received, and to reissue a new request for proposals. Moreover, the City reserves the right to cancel the project at any point and pay Consultant only for costs incurred to that point and for work completed which is usable by the City as determined by the City.

The City also reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

**OTHER REQUIREMENTS**

**Disadvantaged Business Enterprise (DBE)**
The City has not established a Disadvantaged Business Enterprise (DBE) goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.

**City’s Professional Services Agreement**
The successful Consultant will be required to execute a contract with the City of Suisun City. Attached for review is the City’s standard Professional Services Agreement (Attachment 5). Proposers shall provide a statement that they have reviewed the agreement, and if selected, will execute the agreement. In addition, proposers shall declare any exceptions or desired modifications to the agreement that the proposer considers absolutely necessary in order to execute the contract. The City will consider any reasonable exceptions or desired modifications; however, if the requests are not acceptable to the City, the proposer shall accept the contract without the desired changes or the City may choose to negotiate an agreement with another proposer.

**ATTACHMENTS**
1. Attachment #1 – Location Map
2. Attachment #2 – California Department of Fish and Wildlife (CDFW) Permit
3. Attachment #3 – Categorical Exemption/Categorical Exclusion Determination Form
4. Attachment #4 – LSA’s biological resources report
5. Attachment #5 – Suisun City Consultant Services Agreement and Related Exhibits
ATTACHMENT #1
Location Map
ATTACHMENT #2
California Department of Fish and Wildlife Permit

See the following inserted pages.
October 27, 2021

Mr. Nick Lozano
Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Nlozano@suisun.com

Dear Mr. Lozano:

Final Lake or Streambed Alteration Agreement, EPIMS Notification No. EPIMS-SOL-19851-R3, McCoy Creek Trail – Phase 2

Attached is the final Streambed Alteration Agreement (Agreement) for the McCoy Creek Trail – Phase 2 (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency’s approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Amanda Culpepper, Environmental Scientist, at (707) 428-2075 or by email at amanda.culpepper@wildlife.ca.gov.
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA 94534
(707) 428-2002

STREAMBED ALTERATION AGREEMENT
EPIMS-SOL-19851-R3
LAUREL CREEK

CITY OF SUISUN CITY
MCCOY CREEK TRAIL – PHASE 2

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Suisun City (Permittee) as represented by Nick Lozano.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on May 19, 2021, and provided subsequent documents, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Project is located at Laurel Creek, in the City of Suisun City, County of Solano, State of California. The Project is just southwest of 4349 Olive Avenue and northeast of 626 Canvasback Drive at approximately Latitude 38.25313°N, Longitude 122.00657°W. The project is on Assessor's Parcel Numbers 0173-160-210 and 0173-160-180.

PROJECT DESCRIPTION

The Project is limited to installation of an approximately 146-foot-long, 10-foot-wide pedestrian bridge associated with the McCoy Creek trail and bicycle route system. Concrete bridge abutments, approximately six feet tall and four feet wide, will be installed with 36-inch-diameter concrete shafts drilled to a depth of approximately 55
feet. Approximately 90 square feet of 9-inch-diameter rock riprap will be installed on the banks of Laurel Creek beneath the bridge abutments and immediately above existing rock riprap. One non-native black walnut tree (*Juglans nigra*) will be removed for the bridge installation. The Project will permanently impact 90 square feet of streambank habitat.

**PROJECT IMPACTS**

Existing fish or wildlife resources the Project could substantially adversely affect include:

- Swainson’s hawk (*Buteo swainsoni*), State listed as threatened
- Burrowing owl (*Athene cunicularia*), California Species of Special Concern (SSC)
- Suisun song sparrow (*Melospiza melodia maxillaris*), SSC
- Western pond turtle (*Emys marmorata*), SSC
- Townsend’s big-eared bat (*Corynorhinus townsendii*), SSC
- Pallid bat (*Antrozous pallidus*), SSC
- Western bumble bee (*Bombus occidentalis*), California Terrestrial and Vernal Pool Invertebrate of Conservation Priority (ICP)\(^1\)
- White-tailed kite (*Elanus leucurus*), State Fully Protected species
- Nesting birds
- Waterfowl
- Water quality
- Riparian habitat
- Common aquatic and terrestrial species

The adverse effects the Project could have on the fish or wildlife resources identified above include:

- Temporary and permanent loss of riparian habitat
- Change in contour of bank
- Change in composition of channel materials
- Change in gradient of bank
- Change in channel cross-section
- Colonization by exotic plant species
- Short term release of contaminants
- Increased turbidity
- Increased sedimentation
- Loss of bank stability during construction
- Increased bank erosion during Project construction
- Soil compaction or other disturbance to soil layer
- Loss of natural bank
- Loss of aquatic and terrestrial wildlife species

\(^1\) The list of California Terrestrial and Vernal Pool Invertebrates of Conservation Priority was collated during CDFW’s Scientific Collecting Permit rulemaking process: [http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=157415&inline](http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=157415&inline)
• Temporary impediment to migration of terrestrial species
• Disruption of nesting birds and other wildlife
• Disturbance from Project activities

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.

1.5 Notify CDFW Prior to Work. The Permittee shall notify CDFW by email at least five working days prior to commencement of covered activities. See contact information below.

1.6 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.7 Unauthorized Take. The Permittee is required to comply with all applicable state and federal laws, including the California Endangered Species Act (CESA) and federal Endangered Species Act. This Agreement does not authorize the take of

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2 Take, as defined in Fish and Game Code section 86, means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill. Take, as defined in title 16 of U.S. Code section 1532 subsection 19, means harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt any of those activities.
any state or federal endangered or threatened species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the Project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.

1.8 Fish Passage. The Project shall comply with Fish and Game Code section 5901 and shall not install or maintain any device or contrivance that prevents, impedes, or tends to prevent or impede, the passing of fish\(^3\) up and down stream.

1.9 Designated Representative. Before initiating ground-disturbing Project activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing five days prior to commencement of Project activities of the Designated Representative’s name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.

2. Avoidance and Minimization Measures

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

Work Period and Design

2.1 Work Period. All work shall begin on or after June 15 and all work shall be completed by October 15. Revegetation work conducted with hand tools is not limited to this work window but must be completed within the same season as Project activities.

2.2 Work Period Modification. If a work period modification is needed, the work may be permitted outside of the work period by a CDFW representative who reviewed the Project, or if unavailable, through contact with the Regional Office at (707) 428-2002. Permittee shall submit a written request for a work period variance on a week-by-week basis to CDFW. The work period variance request should consider the effects of noise, increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. At minimum, the work period variance request shall:

1) Describe the extent of work already completed.
2) Detail the activities that remain to be completed.

\(^3\) Fish, as defined in Fish and Game Code section 45, means a wild fish, mollusk, crustacean, invertebrate, amphibian, or part, spawn, or ovum of any of those animals.
3) Provide a National Weather Service forecast covering the time needed, up
to one week, to complete a phase or activity.
4) Detail the time required to complete each of the remaining activities.
5) Provide photographs of both the completed and proposed work sites.
6) Include an assessment of additional biological impacts as a result of the
work extension.

2.3 Conduct Work During Daylight Hours. Work is restricted to daylight hours (one
hour after sunrise to sunset).

2.4 Work According to Documents. Except as they are contradicted by measures
required by this Agreement, all work shall be conducted in conformance with the
Project description above and the avoidance, minimization, and mitigation
measures provided in the notification package.

2.5 Work According to Plans. All work shall be completed according to the plans
submitted to CDFW titled McCoy Creek Trail Phase 2, sheet C4, prepared by
Coastland Civil Engineering, Inc., dated April 2021; sheets S2.02-S4.02, prepared
by KPFF, dated September 2020 (Exhibit A). If the Permittee finds it necessary to
update Project plans prior to construction, the updated plans shall be submitted to
CDFW at least 30 days prior to beginning Project activities to determine if an
amendment to this Agreement is required. Project activities shall not proceed until
CDFW has accepted the updated plans in writing. At the discretion of CDFW,
minor plan modifications may require an amendment to this Agreement. At the
discretion of the CDFW, if substantial changes are made to the original plans this
Agreement becomes void and the Permittee shall submit a new notification.

Weather Restrictions

2.6 Work Period in Dry Weather Only. Project work shall be restricted to dry weather,
as allowed during the work period specified in Measure 2.1. The Permittee shall
monitor forecasted precipitation. When a 0.25-inch or more of precipitation is
forecasted to occur, the Permittee shall stop work before precipitation
commences. No Project activity may be started if its associated erosion control
measures cannot be completed prior to the onset of precipitation. After any
storm event, the Permittee shall inspect all sites currently under construction and
all sites scheduled to begin construction within the next 72 hours for erosion and
sediment problems and take corrective action as needed. Seventy-two-hour
weather forecasts from the National Weather Service shall be consulted and
work shall not resume until runoff ceases and there is less than a 30 percent
forecast for precipitation for the following 24-hour period. Weather forecasts shall
be documented upon request by CDFW.

Qualified Biologist(s) and Biological Monitor(s)

2.7 CDFW-Approved Qualified Biologist(s) and Monitor(s). At least 14 days prior to the
start of Project activities, Permittee shall submit to CDFW for written approval, the names and resumes of all Qualified Biologists and Biological Monitors involved in conducting surveys and/or monitoring work.

- A Qualified Biologist is an individual who holds a bachelor's degree from an accredited university and: 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.

- A Biological Monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level Biological Monitoring, be able to recognize species that may be present within the Project area, and be familiar with the habitats and behavior of those species.

2.8 CDFW Approved Qualified Biologist or Biological Monitor On-site. A Qualified Biologist or Biological Monitor shall be on site daily to monitor compliance with all conditions of this Agreement unless otherwise approved in writing by CDFW. Qualified Biologist or Biological Monitor shall have the authority to halt Project activities, through communication with the Project Manager or their on-site designee, to comply with the terms of this Agreement and otherwise avoid impacts to species and or habitats. If the on-site Biologist has requested a work stop due to failure to implement any of the conditions, CDFW shall be contacted within 24 hours.

General Wildlife Protection and Prevention

2.9 Special-Status Species Survey. A Qualified Biologist, approved by CDFW for this Project, shall conduct a pre-construction survey within 48 hours prior to the start of project activities, focusing on the presence of special-status species. If any special-status species are discovered during the survey, Project activities shall not begin until CDFW has been consulted with regarding avoidance and minimization measures to avoid impacts to special-status species.

2.10 Training Session for Personnel. Permittee shall ensure that a CDFW-approved Qualified Biologist conducts an education program for all persons employed on the Project prior to performing covered activities. Instruction shall consist of a presentation by the designated Qualified Biologist that includes a discussion of the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. The status of CESA-listed species, including legal protection, penalties for violations, and Project-specific protective measures provided in this Agreement shall be discussed. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any
new workers prior to on-site Project activity. Copies of the Agreement for this Project shall be maintained at the worksite with the Project supervisor. Permittee or Qualified Biologist shall prepare and distribute wallet-sized cards or a factsheet handout containing this information for workers to carry on-site. Upon completion of the program, employees shall sign an affidavit stating they attended the program and understand all protection measures. These forms shall be filed at the Permittee’s office and be available to CDFW upon request.

2.11 Daily Inspections. At the beginning of each workday and prior to construction activities beginning, the work areas, equipment and material left onsite, and any access routes into the work area and nearby vicinity, shall be inspected by a Biological Monitor or qualified person approved in writing by CDFW for the presence of special-status species, roosting bats, nesting birds, or other wildlife. If any species is detected, CDFW shall be notified and construction activities shall not begin until the species has left the site of its own volition, or CDFW provides written permission to proceed.

2.12 Wildlife Encounters. If any wildlife is encountered during the course of construction, all work in the immediate area shall cease and the wildlife shall be allowed to leave the construction area unharmed. If any listed fish and wildlife are encountered, the Permittee shall contact CDFW immediately.

2.13 Trenches and Holes. At the end of each workday all trenches and holes greater than one foot deep shall be completely covered with a material flush with the ground to prevent wildlife from entering. When trenches cannot be fully covered, an escape ramp shall be placed at each end of any constructed open trench to allow any wildlife that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees.

2.14 Pipes, Hoses, and Similar Structures. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry. All construction pipes or similar structures greater than 2 inches in diameter stored at the Project site overnight shall be inspected thoroughly for wildlife before the pipe or similar structure is buried, capped, used, or moved.

2.15 No Excavation in Stream. No excavation shall occur in the portion of the stream bed where flowing water is present or anticipated during the seasonal work period.

2.16 No Equipment in Stream. No equipment shall be operated within the live stream or within the stream channel below the level of top-of-bank.

Roosting Bat Protection

2.17 Bat Habitat Assessment and Surveys. Prior to any tree removal, a Qualified Biologist shall conduct a habitat assessment for bats. The habitat assessment shall
be conducted a minimum of 30 to 90 days prior to tree removal and shall include a visual inspection of potential roosting features. (e.g., cavities, crevices in wood and bark, exfoliating bark for colonial species, suitable canopy for foliage roosting species). If suitable habitat trees are found, they shall be flagged or otherwise clearly marked, CDFW shall be notified immediately, and tree trimming or removal shall not proceed without approval in writing from CDFW. Trees may be removed only if: a) presence of bats is presumed, or documented during the surveys described below, in trees with suitable habitat, and removal using the two-step removal process detailed below occurs only during seasonal periods of bat activity from approximately March 1 through April 15 and September 1 through October 15, or b) after a Qualified Biologist, under prior written approval of the proposed survey methods by CDFW, conducts night emergence surveys or complete visual examination of roost features that establish absence of roosting bats. Two-step tree removal shall be conducted over two consecutive days, as follows: 1) the first day (in the afternoon), under the direct supervision and instruction by a Qualified Biologist with experience conducting two-step tree removal, limbs and branches shall be removed by a tree cutter using chainsaws only. Limbs with cavities, crevices or deep bark fissures shall be avoided, and 2) the second day the entire tree shall be removed.

Swainson's Hawk Protection

2.18 Swainson’s Hawk. If Project activities are scheduled during the nesting season for Swainson’s hawks (March 1 to September 15), prior to beginning work on this Project, a Qualified Biologist shall survey for Swainson’s hawk nesting activity. The survey area shall include a 0.25-mile radius surrounding the Project site. The Qualified Biologist shall conduct surveys according to the Recommended timing and methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley. Survey results shall be submitted to CDFW for review and written acceptance prior to starting Project activities. If the Qualified Biologist identifies nesting Swainson’s hawks, then Project activities shall be prohibited within 0.25 miles of the nest between March 1 and September 15, unless otherwise approved in writing by CDFW, which may include consultation pursuant to CESA and an Incidental Take Permit, or a Qualified Biologist determining that the nest is no longer active.

Burrowing Owl Protection

2.19 Burrowing Owl. If Project-related activities are scheduled during the nesting season (February 1 to August 31), or wintering season (September 1 to January 31) for burrowing owls, prior to beginning work on this Project, a Qualified Biologist shall conduct a habitat assessment and surveys for burrowing owl, if suitable habitat is present, within 500 meters (1,640 feet) of the Project site. Surveys shall

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https://nrm.dfg.ca.gov/FileSystemassets/83990&inline
be consistent with the methods outlined in CDFW's *Staff Report on Burrowing Owl Mitigation*. Four survey visits shall occur at least three weeks apart prior to Project start. The final monthly survey shall be conducted no less than 14 days prior to the start of Project activities with a final survey focused on previously identified habitat conducted 24 hours prior to ground-disturbing activities. Survey results shall be submitted to CDFW for review and acceptance prior to starting Project activities. If the Qualified Biologist identifies burrowing owls that are nesting, roosting, or otherwise, they will recommend a no disturbance buffer for written acceptance by CDFW, and the Permittee shall implement the buffer.

**Nesting Bird Surveys, Prohibitions, and Buffers**

2.20 **Breeding Bird Nest Take Prohibition.** Permittee shall avoid active nests occurring at or near the Project site. Permittee is responsible for complying with Fish and Game Code section 3503 et seq. and the Migratory Bird Treaty Act of 1918.

2.21 **Nesting Bird Surveys.** If construction, grading, vegetation removal, or other Project-related activities are scheduled during the nesting season, February 1 to August 31, a focused survey for active nests shall be conducted by a Qualified Biologist within 7 days prior to the beginning of Project-related activities. The results of the survey shall be sent to CDFW via EPIMS and by email prior to the start of Project activities, for review and acceptance (see Contact Information). If an active nest is found, Permittee shall consult with CDFW regarding appropriate action to comply with Fish and Game Code. If a lapse in Project-related work of 7 days or longer occurs, another focused survey and, if needed, consultation with CDFW, shall be required before Project work can be reinitiated.

2.22 **Active Nest Buffers.** If an active nest is found during surveys, Permittee or the Qualified Biologist shall consult with CDFW regarding appropriate action to comply with state and federal laws. Active nest sites shall be designated as "Ecologically Sensitive Areas" (ESA) and protected (while occupied) during Project work by demarking a "No Work Zone" around each nest site.

- Buffer distances for bird nests shall be site specific and an appropriate distance, as determined by a Qualified Biologist. The buffer distances shall be specified to protect the bird's normal behavior to prevent nesting failure or abandonment. The buffer distance recommendation shall be developed after field investigations that evaluate the bird(s) apparent distress in the presence of people or equipment at various distances. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards Project personnel, standing up from a brooding position, and flying away from the nest. The Qualified Biologist and Biological Monitor shall have authority to order the cessation of all nearby Project activities if the nesting birds exhibit

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5 Department of Fish and Game, 2012.  
abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.

- The Qualified Biologist shall monitor the behavior of the birds (adults and young, when present) at the nest site to ensure that they are not disturbed by project work. Nest monitoring shall continue during Project work until the young have fully fledged (have completely left the nest site and are no longer being fed by the parents), as determined by the Qualified Biologist. Any reduction in monitoring active nests must be approved in writing by CDFW.

2.23 Nesting Habitat Removal or Modification. No habitat removal or modification shall occur within the ESA-marked nest zone (see above measure) until the young have fully fledged and will no longer be adversely affected by the Project, as determined by a Qualified Biologist or Biological Monitor. Any trees or shrubs that are removed shall be “downed” in such a manner as to minimize disturbance to stable soil conditions.

Western Pond Turtle Protection

2.24 Western Pond Turtle Surveys. No more than 48 hours prior to the commencement of ground-disturbing activities, a Qualified Biologist shall perform surveys for western pond turtles within aquatic and upland habitat at the Project site. Surveys shall encompass individual turtles and nest sites. If a pond turtle is detected at any time CDFW shall be notified immediately. Survey results shall be submitted to CDFW prior to construction activities. All western pond turtles observed on-site shall be avoided and allowed to leave the Project area of their own volition or may be relocated with prior written approval from CDFW. Any turtle nest sites shall be avoided with an appropriate buffer identified by a Qualified Biologist and accepted by CDFW. If pond turtles or their nests are found, the Permittee shall prepare and implement a Pond Turtle Habitat Improvement Plan or other protection measures, if required by CDFW.

Vegetation Protection, Prevention, and Restoration

2.25 Habitat Protection. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of a CDFW representative.

2.26 Vegetation Marked for Protection. Prior to Project activities, the Permittee shall clearly mark all vegetation within the Project area that shall be avoided during Project activities.

2.27 Tree Drip Line. Construction materials, equipment storage, and parking areas shall be located outside the drip line of any preserved tree. Construction equipment shall not cause root compaction...
2.28 **Tree Removal.** One non-native black walnut tree is planned for removal. The tree shall be replaced at a 1:1 ratio within the Project area. If the removal of additional trees is required, the Permittee must receive approval from CDFW in writing before construction activities begin.

2.29 **Treat Exposed Areas.** All exposed/disturbed areas and access points within the riparian zone left barren of vegetation as a result of the construction activities shall be restored by seeding with a blend of native erosion control grass seed. Seeded areas shall be mulched. Landscape fabric shall not be used. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

2.30 **Riparian Revegetation and Monitoring Plan.** A riparian revegetation and monitoring plan (RMP) shall be submitted to CDFW for acceptance within 60 days of the Effective Date of the Agreement. The RMP shall be implemented the same year that Project impacts occur, unless otherwise approved by CDFW. The RMP shall describe the restoration and enhancement of Laurel Creek for permanent impacts to 90 square feet of streambank habitat and the removal of one non-native tree. Tree replacement ratios shall adhere to those identified in the measure above. The RMP shall include a detailed native plant species palette and map showing plant spacing, and specific performance criteria, monitoring, adaptive management and invasive species removal in order to allow for successful habitat creation and maintenance. To ensure a successful revegetation effort, all plantings shall be monitored and maintained as necessary for a minimum of five years. All plantings shall have a minimum of 80% survival at the end of the minimum monitoring period and plantings shall attain 70% cover after 3 years and 75% cover after 5 years, unless otherwise approved in writing by CDFW. If the survival or cover requirements are not meeting these goals, the Permittee is responsible for replacement planting, additional watering, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.

2.31 **Irrigation.** When supplemental watering is used to establish and maintain plant growth to meet success criteria, irrigation shall be done in the most water efficient manner possible, such as using hand watering, drip/microirrigation or through the use of a time release system.

2.32 **Phytophthora.** Permittee shall ensure that all plantings come from local nurseries implementing best management practices to avoid and minimize the spread of *Phytophthora*.

2.33 **Exotic Plants.** Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the

2.34 Control Invasive Species. Permittee is responsible for monitoring and if needed, eradication of invasive exotic species that may occur within the Project area for a minimum of two years following construction. All revegetation efforts shall include local plant materials native to the Project area.

2.35 Allowable Herbicide. If herbicide use is necessary, only herbicides registered with the California Department of Pesticide Regulation shall be used. All herbicides shall be applied in accordance with regulations set forth by the California Department of Pesticide Regulation and according to label instructions. Only herbicides approved for use in aquatic environments are permitted. Care shall be taken to avoid herbicide contact with native vegetation, and it shall only be applied on calm days (wind speed less than 5 miles per hour) to prevent airborne transfer of herbicide. No herbicides shall be used where threatened or endangered species occur, unless otherwise approved in writing by CDFW.

2.36 Disposal of Vegetation and Debris. All removed vegetation and debris shall be moved outside the ordinary high-water mark prior to inundation by water. All removed vegetation and debris shall be disposed of according to state and local laws and ordinances.

Bridge Design and Construction

2.37 Bottom of Bridges above 100-year Mark. The bottom of the bridge superstructure shall be of sufficient height to allow unrestricted passage of water and debris during 100-year storms. As long as the bridge remains, the Permittee is responsible for maintaining free-flowing conditions under the bridge and clearing of all debris. Substantial changes to the bed, channel, or bank necessary for maintenance may require an amendment to this Agreement or separate notification under Fish and Game Code section 1602 subdivision (a).

2.38 Abutment Location. Abutments shall be located outside the stream banks and above the ordinary high water.

2.39 Designer Oversight. The Project designers or another designated qualified professional shall oversee the installation and construction of the bridge to ensure that the locations, elevations, grades, and slopes are constructed appropriately. A field log shall be kept documenting the oversight.

Concrete and Cement-based Products

2.40 Cement Based Products. All cement-based products (concrete, mortar, etc.) poured or applied wet onsite shall be excluded from the wetted channel or areas where they may come into contact with water for a period of 30 days after
application. During that time the product shall be kept moist and runoff from the product shall not be allowed to enter the stream. Commercial sealants may be applied to the product surface or mixture where difficulty in excluding flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is cured.

2.41 Concrete – Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures. No concrete shall be poured within the high flow line if the 15-day weather forecast indicates any day with a greater than 20% chance of rain.

2.42 Concrete – Designated Monitor. At all times when the Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

Rock Armoring

2.43 Rock Slope Protection - Limitations. Rock slope protection (i.e., RSP or riprap) shall not be used for armoring/protecting the bank if any of the following criteria apply:

- Rock slope protection could transfer erosive forces to the opposite bank or another area downstream;
- Rock slope protection would narrow or otherwise constrain the stream channel, limiting passage of peak flows and debris; or
- Installation of the rock would require removal of woody vegetation and/or trees over 4’ DBH, unless otherwise permitted in this Agreement.

2.44 Rock Slope Protection. Permittee shall install angular, energy dissipating rock slope protection that is properly sized to withstand washout during peak flows. Permittee shall use the least amount and smallest size rock necessary to stabilize the banks and withstand washout. Only clean material such as rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.

2.45 Fill Voids in Rock Slope Protection. Permittee shall ensure that all voids and spaces within the riprap are filled with smaller rock, gravels, and native soil material, and/or willow cuttings. Cementitious grouts shall not be used.

2.46 Geotextile Linings. If non-biodegradable geotextile linings must be used to ensure the engineered stability of the rock slope protection, it shall be monitored for the life of the project to ensure that it is never exposed to the stream. If the geotextile
fabric is exposed to the stream, CDFW shall be notified and an amendment to this Agreement or a new notification may be required, as determined by CDFW.

**Erosion and Sediment Control**

2.47 **Erosion Control.** At no time shall silt laden runoff be allowed to enter a river, stream, or lake or directed to where it may enter a river, stream, or lake. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used wherever sediment has the potential to leave the work site and enter the river, stream, or lake.

2.48 **Monofilament.** Permittee shall not use erosion control materials containing plastic monofilament netting (erosion control matting) or similar material containing netting within the project area due to documented evidence of amphibians and reptiles becoming entangled or trapped in such material. Acceptable substitutes include coconut coir matting or similar.

2.49 **Excavation.** No spoil from the excavation shall be placed on the bed or bank of the stream. Excavated spoil shall be removed to an area where the sediment will not deliver to a watercourse.

2.50 **Erosion Control Monitoring.** Permittee shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.

2.51 **Disposal and Removal of Materials.** All removed spoils and construction debris shall be moved outside the work area prior to inundation by water. Spoil sites shall not be located within the stream channel or areas that may be subjected to stream flows, where spoil may be washed back into a stream, or where it may impact streambed habitat, aquatic or riparian vegetation. All removed material shall be disposed of according to state and local laws and ordinances.

**Equipment and Vehicles**

2.52 **Operating Equipment and Vehicle Leaks.** Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.53 **Stationary Equipment Leaks.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable
containment to handle a catastrophic spill/leak.

2.54 Equipment Storage. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents, shall be located outside of the stream channel and banks.

2.55 Refueling of Equipment. Refueling of construction equipment and vehicles may not occur within 175 feet of any water body, or anywhere that spilled fuel could drain to a water body. Tarps or similar material shall be placed underneath the construction equipment and vehicles, when refueling, to capture incidental spillage of fuels. Equipment and vehicles operating in the project area shall be checked and maintained daily to prevent leaks of fuels, lubricants, or other liquids.

Material Handling, Debris, and Waste

2.56 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

2.57 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.

2.58 Pick Up Debris. Permittee shall pick up all debris and waste daily.

2.59 Wash water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

Toxic and Hazardous Material

2.60 Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in watertight containers or removed from the project site.

2.61 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, 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, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the Waters of the State.

Spills and Emergencies

2.62 Spill Kits. Prior to entering the work site, all field personnel shall know the location
of spill kits and trained in their appropriate use.

2.63 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email at AskBDR@wildlife.ca.gov. Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within ten days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six months from the date of the incident.

2.64 Spill Containment. All activities performed in or near a river, stream, or lake shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Notification Prior to Work. Per Measure 1.5, Notify CDFW Prior to Work, at least five days prior to the start of Project activities, Permittee shall notify CDFW that work will commence.

3.2 Notification of Designated Representative. Per Measure 1.9, Designated Representative, at least five days prior to the start of Project activities, Permittee shall submit to CDFW the name, business address, and contact information of the Designated Representative.

3.3 Qualified Biologist Approval. Per Measure 2.7, CDFW-Approved Qualified Biologist(s) and Monitor(s), no later than 14 days prior to Project activities Permittee shall submit to CDFW, for review and approval, the qualifications for the biologist(s) that shall oversee the implementation of the conditions in this
Agreement and conduct surveys or monitoring work.

3.4 **Survey Reports.** Per Measures 2.17, 2.18, 2.19, 2.21, and 2.24 survey results for nesting birds and all other sensitive species shall be submitted to CDFW for review and written acceptance prior to the start of work.

3.5 **Riparian Revegetation and Monitoring Plan.** Per Measure 2.30, Riparian Revegetation and Monitoring Plan, Permittee shall submit a riparian revegetation and monitoring plan (RMP) to CDFW for written acceptance within 60 days of the Effective Date of the Agreement.

3.6 **Monitoring Reports.** Permittee shall submit to CDFW a status report by January 31 every year until restoration goals identified in Measure 2.30 are accomplished. This report shall include the survival and percent cover of species planted and native species that have colonized the area. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on-site. After CDFW’s review of the fifth-year monitoring report, if plantings have achieved the required success criteria, CDFW shall email Permittee stating that the monitoring requirements have been satisfied. **Monitoring requirements will not be deemed complete until CDFW emails Permittee stating so.**

3.7 **Photographic Documentation of Work and Project Completion Report.** Prior to commencement of work a minimum of four (4) vantage points that offer representative views of the Project site and work areas shall be identified. The Permittee shall photograph the Project area from each of the vantage points, noting the direction and magnification of each photo. Upon completion of work, the Permittee shall photograph post-Project conditions from the vantage points using the same direction and magnification as pre-Project photos. A Project Completion Report shall be submitted to CDFW with the photos and a reference key describing the location of the photo, the direction of the view, and whether the photo is pre- or post-construction. **The Project Completion Report shall be submitted within 30 days of Project conclusion.**

3.8 **Notification to the California Natural Diversity Database.** If any listed, rare, or special status species are detected during Project surveys or on or around the Project site during Project activities, the Permittee shall submit CNDDB Field Survey Forms to CDFW in the manner described at the CNDDB website ([https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data](https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data)) within five working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.
CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Nick Lozano  
City of Suisun City  
EPIMS-SOL-19851-R3  
McCoy Creek Trail – Phase 2  
nlozano@suisun.com

To CDFW:

Department of Fish and Wildlife  
Region 3: Bay Delta Region  
EPIMS-SOL-19851-R3  
McCoy Creek Trail – Phase 2  
EPIMS.R3@wildlife.ca.gov; amanda.culpepper@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW “Amendment & Extension” form. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).
TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW “Amendment & Extension” form. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement’s term. To request an extension, Permittee shall log into EPIMS and submit to CDFW a completed CDFW “Amendment & Extension” form. Permittee shall include with the completed form, payment of the extension fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire on December 31, 2025, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.
EXHIBITS

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

A. Exhibit A. *McCoy Creek Trail Phase 2*, sheet C4, prepared by Coastland Civil Engineering, Inc., dated April 2021; sheets S2.02-S4.02, prepared by KPFF, dated September 2020.

AUTHORITY

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

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee’s representative as evidenced by the attached concurrence from CDFW’s Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Version 1 uploaded September 1, 2021
ATTACHMENT #3
Caltrans’ Categorical Exemption/Categorical Exclusion Determination Form

See following inserted pages.
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

<table>
<thead>
<tr>
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<td>P.M./P.M.</td>
<td>E.A/Project No.</td>
<td>Federal-Aid Project No. (Local Project)/Project No.</td>
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**PROJECT DESCRIPTION: McCoy Creek Trail Phase 2**

City of Suisun City proposes to construct a Class 1 concrete path for bicycle and pedestrian usage to encourage active transportation and provide a safe route to 2 schools. Project starts at the existing McCoy Creek trail terminus at Pintail Drive and continues north along the west bank of McCoy Creek. A prefabricated bridge will be placed at the corner of McCoy Creek Channel, shifting the trail to the north bank, continuing west until it reaches the crossing of Blossom Avenue. The path will be 10 ft wide with 3 ft shoulders. Work also includes installation of fencing, railings, site furnishings, monument entrance signs, wayfinding signs, educational kiosk signs, roadway signs, striping, rectangular rapid flashing beacons, crosswalks, minor landscaping, shaded vista areas, and street lighting. All work will be within City right of way.

**CALTRANS CEQA DETERMINATION** (Check one)

- Not Applicable – Caltrans is not the CEQA Lead Agency
- Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA

Based on an examination of this proposal, supporting information, and the above statements, the project is:

- [ ] Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)
- [ ] Categorically Exempt. Class (PRC 21084; 14 CCR 15300 et seq.)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply:

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included in any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

- [ ] Common Sense Exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3]).]

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**NEPA COMPLIANCE**

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

**CALTRANS NEPA DETERMINATION** (Check one)

- [ ] 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:
  - [ ] 23 CFR 771.117(c): activity (c)(3)
  - [ ] 23 CFR 771.117(d): activity (d)(____)
  - [ ] Activity ___ listed in Appendix A of the MOU between FHWA and the State

- [ ] 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

**Tom Holstein**
Print Name: Senior Environmental Planner or Environmental Branch Chief
Signature: [Signature]
Date: 23 Jan 2020

**Jae-Myung Lee**
Print Name: Project Manager/DLA Engineer
Signature: [Signature]
Date: 1-23-2020

Date of Categorical Exclusion Checklist completion: 13 Jan 2020
Date of ECR or equivalent: N/A

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

Page 1 of 3
January 3, 2019
CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Environmental Commitments:

Noise:
- Contractor will properly outfit and maintain construction equipment with manufacturer recommended noise-reduction devices to minimize construction-generated noise.
- Contractor will implement additional noise mitigation measures as needed (changing location of stationary construction equipment, turning off idling equipment, using temporary noise barriers, and notifying adjacent residents in advance of construction).
- Contractor will notify noise receptors within 100 feet of the project site in writing within one week of any construction activity such as saw cutting, jackhammering, demolition, compacting, grading, paving, and concrete pouring operations.
- Construction will be conducted in accordance with Caltrans Standard Specifications Section 14-8.02.

Biological Resources:
- All construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the proposed Project limits.
  - Any new personnel added to the project personnel must receive mandatory environmental awareness training before starting work.
  - Environmental awareness handout will be provided to all personnel that describes and illustrates sensitive resources (i.e. waters of the US and State, riparian habitat, special-status species and habitat, roosting bats, nesting birds/raptors) to be avoided during proposed Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.
- Install temporary fencing around environmentally sensitive habitat before any ground disturbing activity.
  - Exact location of fencing shall be determined by the resident engineer and a qualified biologist.
  - Fencing shall be checked regularly and maintained until all construction is complete.
  - No construction work shall be allowed until this condition is satisfied.
- Return temporarily disturbed areas to pre-project conditions.
- Conduct pre-construction surveys for Suisun Marsh Aster during the blooming period (May- November).
  - Construction crews will be trained to identify the species before work begins and to notify a biological monitor if the species is observed.
- Conduct weekly biological monitoring visits.
- Provide escape ramps or cover open trenches.
  - All excavated steep-walled holes or trenches more than six inches deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday to avoid entrapment of wildlife.
  - Any species observed shall be allowed to voluntarily move outside of the work area on its own.
- Conduct a pre-construction survey for western pond turtle within 48 hours of any ground disturbance.
- Conduct a pre-construction survey for western red bats and avoid disturbance to bat roosting sites.
- Conduct a pre-construction survey for nesting migratory bird and raptor species and establish buffers.

Water Quality:
- A Stormwater Pollution Prevention Plan (SWPPP) will be prepared.
  - SWPPP will implement applicable BMPs to control erosion and to ensure that dirt, construction materials, pollutants or other human-associated materials are not discharged from the project area into surface waters or into areas that would eventually drain to storm drains.
- Flood capacity of existing drainage within the project study area shall not be reduced in a way that causes ponding or flooding during storm events.
- Excavated materials should not be deposited or stored alongside watercourses where materials can be washed away by high water or storm runoff.
- Any hazardous materials such as lubricants, engine oil, concrete washes, or stockpiles to be used on the project site during construction shall be stored so as to minimize potential impacts to surface groundwater.
  - The period of time that such materials are stored on the site should be kept to a minimum and should be removed from the construction site as soon as possible.
- Following construction, contractor should dispose of remaining hazardous or toxic materials appropriately, according to local, state, and federal regulations.
- Water conveyance facilities are to be installed where feasible.
  - This could include underground storm drainage pipe and field inlets that connect to the City’s existing storm drain system.
  - Post-construction LID facilities such as grassy swale and/or bioretention areas are to be considered for inclusion in this project to complement the water conveyance improvements.

Traffic:
- One lane and at least a sidewalk on one side of the roadway will always remain open to vehicular, bicycle, and foot traffic during construction.
- Vehicular, bicyclist, and pedestrian access to private properties along the project site will be maintained at all times.
- Contractor shall submit a Traffic Control Plan to the City Engineer for review and approval before any work is allowed in the streets.
- Contractor shall maintain the required travel way for vehicles, bicyclists, and pedestrians in all public street.
<table>
<thead>
<tr>
<th>Dist.-Co.-Rte. (or Local Agency)</th>
<th>P.M./P.M.</th>
<th>E.A./Project No.</th>
<th>Federal-Aid Project No. (Local Project)/Project No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-SOL-Suis</td>
<td>N/A</td>
<td>N/A</td>
<td>ATPL 5032(032)</td>
</tr>
</tbody>
</table>

- Whenever feasible the Contractor's work shall not interfere with access of transit and emergency vehicle including those of the transit buses, school buses, Police Department, Fire Department and ambulances.
- Contractor shall notify the Fairfield and Suisun Transit (FAST) agency at least 7 calendar days in advance if the work is expected to interfere with their operations.
- The contractor shall remove lane closure signs during non-working hours.
- Contractor shall open all available lanes to traffic as soon as practice and as safety allows.
- Contractor is to implement the following Caltrans BMPs regarding construction equipment staging areas:
  - Stabilized Construction Entrance/Exit, TC-1
  - Entrance/Outlet Tire Wash, TC-3
  - Street Sweeping & Vacuuming, SC-7
  - Vehicle & Equipment Cleaning, NS-8
  - Vehicle & Equipment Fueling, NS-9
  - Vehicle & Equipment Maintenance, NS-10
  - Material Delivery & Storage, WM-1
  - Stockpile Management, WM-3
- Staging areas will:
  - Not be located in a regulatory floodway within the 100-yr special flood hazard area
  - Not be staging allowed on City streets
  - Be included in the Contractor's Erosion Control Plan, including storm water controls
  - Not be located in environmentally or culturally sensitive areas and/or impact water resources such as rivers, streams, bays, inlets, lakes, or drainage sloughs
  - Contractor's staging areas shall not affect access to properties or roadways
ATTACHMENT #4
LSA’s Biological Resources Report

See following inserted pages.
MCCOY CREEK BIKE TRAIL
BIOLOGICAL RESOURCES REPORT

MCCOY CREEK BIKE TRAIL PHASE 2
SUISUN CITY, CALIFORNIA

January 2021
EXECUTIVE SUMMARY

The City of Suisun City, in cooperation with the California Department of Transportation, proposes to create a 0.75-mile long paved bike trail with a prefabricated steel bridge crossing the McCoy Creek flood control channel within Suisun City. The bridge over the creek will be a bowstring style prefabricated steel bridge on reinforced concrete abutment footings that are to be set back a minimum of 5 feet from the edge of the outside upper channel banks. Other improvements include shade structures, site furnishings, minor landscaping, bio-retention area(s) for treatment of storm water, monument entrance signs, educational kiosk signs, wayfinding signs, chokers and crosswalks at mid-block crossings, street lighting, railings, and fencing. The bike trail and associated improvements will be constructed on top of the bank in an area that is currently used for maintenance vehicle and emergency access. The proposed footbridge will be installed on piers that will be placed on top of the bank. No work is anticipated within channel, floodplain, or embankment areas.

The project site is surrounded by residential development. It is located within the City’s urban growth boundary. McCoy Creek provides habitat for western pond turtle, a California Species of Special Concern. It also supports nesting habitat for passerines and other birds, foraging habitat for Swainson’s hawk and burrowing owl, and potentially habitat for Suisun song sparrow. It potentially supports habitat for other special-status plant species, such as Delta tule pea and Mason’s lilaeopsis, the federally and State listed Delta smelt, and brackish marsh, a sensitive natural community.

Project activities will be limited to previously disturbed and compacted right-of-way areas and existing maintenance access on top of the flood control channel bank and will not impact natural vegetation or habitats. Implementing standard construction measures such as preconstruction surveys, relocation of mobile species that may move into the work areas, and establishment of nest buffers if needed for western pond turtle and other special-status species that may occur within the project’s footprint will avoid any inadvertent effects to the species. Conservation measures for erosion control during construction and establishing bio-retention swales will avoid potential impacts to water quality.

Permitting will require a Section 1602 permit from the California Department of Fish and Wildlife (CDFW) and possibly the Regional Water Quality Control Board. Since no work is anticipated within the floodplain and the bridge crossing of Laurel Creek is upstream of tidal influence, a permit from the US Army Corps of Engineers (Corps) is likely not required. The project is anticipated to be subject to the General Permit for Discharges of Storm Water Associated with Construction Activity Construction General Permit Order 2009-0009-DWQ.
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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION

The City of Suisun City, in cooperation with the California Department of Transportation, proposes to create a paved 0.75-mile long bike trail with a prefabricated steel bridge crossing of a man-made flood control channel that contains McCoy Creek and Laurel Creek (Figure 1, Figure 2). In 2008, Phase 1 of the McCoy Creek Trail was completed along the west bank of McCoy Creek from Highway 12/Central County Bikeway to Pintail Drive. Phase 2 of the McCoy Creek Trail will extend the 10-foot-wide concrete Class I bikeway along the west bank of McCoy Creek north to Laurel Creek, where a prefabricated pedestrian/bicycle bridge will be installed.

The floodplain, channel and embankments of McCoy and Laurel Creeks were created as part of a flood abatement project in the 1990s and thus are man-made. They convey flows from Laurel and McCoy Creeks along a man-made diversion into Suisun Marsh. The existing surfaces of the proposed trail alignment are hardened gravel or compacted soil surfaces that are currently used for vehicular access for channel maintenance and pedestrian uses. The bike trail would add all-weather cement surfaces but would not remove native vegetation communities. Construction of the proposed trail project will, wherever possible, direct storm water runoff from the proposed bike trail to the existing City storm drain facilities at and near the major road crossings and will also include bio-retention swales where there is adequate width to allow for them along the trail alignment. Where there is not adequate width the trail drainage runoff will sheet-flow over native grassed self-treating areas toward the channel.

The bridge over the creek will be a bowstring style prefabricated steel bridge that is brought to the site in two or three pieces and assembled on the site using large cranes. The bridge will be bolted to two reinforced concrete abutment footings with an L-shaped cross-section placed over a minimum of two cast-in-drilled-hole reinforced concrete piers that are to be set back a minimum of 5 feet from the edge of the outside upper channel banks.

In addition to the 10-foot-wide concrete trail and the prefabricated bridge, other improvements include shade structures, site furnishings, minor landscaping, bio-retention area(s) for treatment of storm water, monument entrance signs, educational kiosk signs, wayfinding signs, chokers and crosswalks at mid-block crossings, street lighting, railings, and fencing. All improvements will be located on the top of the bank within the current right-of-way. This project provides a scenic path through the center of town and allows for direct connections to various destinations such as the Kroc Center, Suisun City library, Suisun Elementary School, transit lines, and the Central County Bikeway.

1.1.1 Location

The project is located within Solano County, Township 5N, Range 1W, Sections 29 and 30 of the Fairfield North, and Section 29 of the Fairfield South 7.5-Minute U.S. Geological Survey (USGS) topographic maps, within the Mt. Diablo Base Meridian (Figure 1). The southern portion of the bike trail begins at Pintail Drive and progresses north for 0.29 mile (approximately 465 meters) along the western bank of McCoy Creek to reach the southwestern end of the proposed project. The bridge
will cross McCoy Creek in a northeast/southwest orientation. The trail will follow along an armored
curve of Laurel Creek due west for 0.42 mile (675 meters) along the northern bank of Laurel Creek,
crossing Worley Road, and will end at the intersection of the trail with Blossom Avenue (Figures 1
and 2).

1.1.2 Permitting
This will be a federal-aid project. The City has already obtained a National Environmental Policy Act
Categorical Exclusion Determination. The project is exempt from the California Environmental
Quality Act per Section 15304 (h) since it creates bicycle lanes on existing city right-of-way that has
been previously disturbed. The City has filed a Notice of Exemption for this project.

The purpose of this report is to support the Design Contractor in the development of final plans,
specifications, and engineer’s estimates (PS&E). This report evaluates and supports permitting
needs associated with the project. Both the California Department of Fish and Wildlife (CDFW) and
the Regional Water Quality Control Board (RWQCB) may require permits or at least notification for
construction activities conducted in and around the streams (e.g., bridge installation and vegetation
removal along the channel banks). The report may also support possible permitting related to the
Federal Clean Water Act (CWA) Section 404 and Rivers and Harbors Act, and a CWA Section 401
Certification of Water Quality with the RWQCB if work in channel or within the flood plain cannot
entirely be avoided.

In addition, this report will provide pertinent biological information to the City of Suisun City. The
City already has a NOE for CEQA compliance and currently holds a routine maintenance and
operation permit, under which it conducts channel and vegetation management within the channel
and floodplain of McCoy and Laurel Creeks flood control channel (Amendment of Lake or Streambed
Alteration, Notification No. 1600-2015-0400-R3, City of Suisun City Routine Maintenance).

1.2 METHODS
1.2.1 Database Review
Prior to accessing the site, LSA evaluated multiple existing databases regarding the potential special-
status species that may be present at the site. In particular, LSA accessed the following databases:

- **California Native Plant Society (CNPS) Online Inventory.** LSA accessed the CNPS Online
  Inventory of Rare and Endangered Vascular Plants of California for all rare plant records on the
  Fairfield North and South 7.5-Minute USGS topographic maps¹.

- **California Natural Diversity Database (CNDDB).** LSA queried the CNDDB for occurrences of all
  wildlife and plant species subject to CEQA within a 1-mile radius of the property boundary.

- **United States Fish and Wildlife Service’s (USFWS) Information for Planning and Conservation
  (IPaC) Online System.** LSA used the USFWS IPaC online system to determine if the property is in

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¹ California Native Plant Society, Rare Plant Program. 2020. Inventory of Rare and Endangered Plants of
California (online edition, v8-03 0.38). Website: www.rareplants.cnps.org (accessed October 24, 2020).
any designated critical habitat. The IPaC online system was also used to generate a list of special-status plant and wildlife species that the USFWS suggests may occur within or near the property or be affected by a project on the property. The search area was defined by drawing the property boundaries onto the IPaC online mapper.

- **Other Sources.** LSA reviewed the public draft of the Solano Habitat Conservation Plan (Solano HCP) for information on protected biological resources that could potentially occur on the property.

### 1.2.2 Reconnaissance-Level Wildlife and Vegetation Survey

LSA Senior Wildlife Biologist Steve Kohlmann, Ph.D., conducted a reconnaissance-level survey of the project site from approximately 9:15 a.m. to 12:30 p.m. on August 18, 2020 and again on October 20, 2020 from 11:30 a.m. to 3:15 p.m. LSA Principal and Senior Wildlife Biologist Steve Foreman also conducted a field review of portions of the project area on September 10, 2020. The site was surveyed by foot. Geo-referenced photographs were taken of representative portions of the site. Plant and animal species observed during the survey were recorded in field notes. Weather conditions during the survey consisted of sunny skies and temperatures in the high 90’s degrees F. LSA conducted the survey to assess current habitat conditions and evaluate the potential for the property to support special-status species and sensitive natural communities. Focused rare plant and protocol-level wildlife surveys were beyond the scope of this reconnaissance-level survey.

A pedestrian survey of all accessible land was completed to search for signs of special-status wildlife species, such as burrowing owl, western pond turtle, and raptor activity. Binoculars (10 x 40) were used to aid in identification of species, behavioral observations, and investigation of suitable habitats. Due to the timing of this survey outside the primary breeding season of migratory bird species, LSA could not evaluate the presence of active bird nests that are protected under the California Fish and Game Code or the federal Migratory Bird Treaty Act.

LSA also evaluated the proposed activities in respect to potential avoidance and mitigation requirements pursuant to the current draft of Solano Habitat Conservation Plan (HCP). The Solano HCP establishes a framework for complying with State and federal endangered species regulations while accommodating future urban growth, development of infrastructure, and ongoing operation and maintenance activities associated with flood control, irrigation facilities, and other public infrastructure within Solano County over the next 30 years. The project site is located in the HCP Covered Activity Zone 1, and the City of Suisun City is a participant in the Solano HCP. Currently, the Solano HCP is not yet approved by the USFWS, but a public draft and adoption is expected in 2021.
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2.0 ENVIRONMENTAL SETTING

2.1 GEOLOGY, TOPOGRAPHY, AND SOILS

The project site is located within the southern portion of the Sacramento Valley, which is part of the Great Valley geomorphic province. This province began as a vast ocean during the Jurassic and Cretaceous periods. Tectonic forces caused uplift of the basin, and sedimentation gradually filled in the sea floor. Fine-grained, organically rich Holocene intertidal deposits are found where sediments form delta deposits along the bay margins.

The local topography consists of flat creek channels, marshes, and sloughs within a Holocene and Pleistocene alluvial plain. Only the north-trending portion of McCoy Creek was originally a native creek bed. Judging from a 1951 USGS topographic map (Fairfield North), McCoy Creek meandered due east from its current confluence point with Laurel Creek, and an unnamed seasonal creek joined from the north near the southern end of Humphrey Drive. That unnamed creek channel is still there, entering Laurel Creek through a large culvert to the west of the site of the proposed pedestrian footbridge. The natural course of Laurel Creek was located west of today’s Sunset Drive and originally never connected with McCoy Creek. The sections of Laurel Creek and McCoy Creek within the project area have been modified from their natural course; they have been rerouted, straightened, and placed within a man-made floodplain, bounded by armored embankments as part of a flood-control project that was triggered by the 1982 flood. The project was completed in 1991 and included improvement of 25,133 lineal feet of channel providing 100-year flood protection to 3,900 acres of land in the Fairfield vicinity, including Suisun City and the upstream county area.

The project site is within the Suisun Hydrologic Unit of the San Francisco Bay Hydrologic Region, which falls under the jurisdiction of the San Francisco Bay RWQCB. It is within the Laurel Creek-Frontal Suisun Bay (180500010108) watershed. The Laurel Creek watershed is a largely non-urban watershed north of the cities of Fairfield and Suisun City, but it becomes highly urbanized once Laurel Creek enters the City limits of Fairfield. The McCoy Creek drainage originates in northeastern Fairfield and meanders southwesterly through currently vacant, industrial, and residential and rural residential neighborhoods until it joins Laurel Creek within the project site. Downstream of the junction with Laurel Creek, McCoy Creek becomes brackish and is influenced by tidal flows from Suisun Bay. A California State Water Resources Control Board water quality monitoring site is located near the confluence of McCoy and Laurel Creeks (near Emperor Drive; CEDEN-207R03344). The upper reaches of McCoy and Laurel Creeks would be normally dry during the summer except for return flows from residential irrigation and occasional discharges from the Putah South Canal and McCoy Basin.

The underlying soils of the project site consist of primarily Antioch-San Ysidro complex and a minor inclusion of Clear Lake clay (Table A). However, the site has been modified greatly by adding imported fill and embankment armoring during the floodplain construction and stream straightening. The soils on the top of the embankments are heavily compacted, with a gravel surface. Soils along the stream channel are hydric and for the purpose of this report are considered wetland soils from the stream bank to the base of the embankment.
2.2 LAND COVER

The project site is surrounded by urban habitat on all sides. Urban habitat is characterized by the presence of highly disturbed and developed land. These areas contain the developed residential areas and streets surrounding the project site. The project site has three distinct land cover types:

1. **Top of bank.** On top of the bank, where the proposed bike trail will be situated, imported gravel and compacted bare ground predominate. These areas are highly disturbed, compacted, and show evidence of routine vehicular and foot traffic. The top of bank areas are also used as a right-of-way for maintenance and emergency vehicle access. Any vegetation is patchy and consists of ruderal grassland dominated by invasive species. The top of the bank is approximately 12-15 feet above the level floodplain and is bordered by residential lots and the embankment slopes.

2. **Floodplain and creek channel.** This area includes the wetted area of the creek channel and the floodplain along the channel up to the foot of the embankment. The lower reaches near the confluence of McCoy Creek and Laurel Creek are influenced by muted tidal flows and brackish water. Soils are saline due to the frequent intrusion of tidal waters. In this portion of the project area, brackish marsh plants such as cattails (*Typha* spp.), California bulrush (*Schoenoplectus californicus*), and perennial pepperweed (*Lepidium latifolium*) dominate. In the upper portions of the floodplain, near the Blossom Avenue Bridge, freshwater dominates and willows (*Salix* spp.) have become established along the banks of Laurel Creek. The floodplain is mowed at least annually by the City of Suisun City. The floodplain and channel habitat will be unaffected by the project, and all construction activities will be limited to the top of the bank.

3. **Embankment slopes.** These are artificial slopes of approximately 30 percent. Embankments were created during the construction of the flood control channel. Embankment slopes consist of soil, locally armored with rip rap. Rip rap is located on both channel banks at the location of the 90-degree bend of Laurel Creek, at the confluence with McCoy Creek and at various other locations. Vegetation along the embankments is primarily ruderal grassland. Dominant species within the ruderal grassland include foxtail barley (*Hordeum murinum*), Italian ryegrass (*Festuca perennis*), soft chess (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), wild oats (*Avena fatua*), yellow starthistle (*Centaurea solstitialis*), and extensive stands of fennel (*Foeniculum vulgare*). At the site of the proposed footbridge, there are three non-native black walnut (*Juglans nigra*) trees, one of which will need to be removed during construction. Other trees include one multi-stemmed ash tree (*Fraxinus* spp.), one blue-gum tree (*Eucalyptus* spp.), and multiple willows. None of these trees have stem diameters exceeding 10 inches. One coyote bush (*Baccharis pillaularis*) was found on the south-facing embankment near the Blossom Avenue Bridge.

2.3 WILDLIFE

During the August 18, 2020 field survey three adult western pond turtles (*Emys marmorata*) were observed basking on a cement pipe fragment in McCoy Creek just below the junction of Laurel Creek and McCoy Creek. A family of six river otters (*Lontra canadensis*), two adults and four kits, was observed swimming in McCoy Creek near the Pintail Drive Bridge. Wildlife species observed on or
near the project site included Eurasian collared doves (*Streptopelia decaocto*) and American crow (*Corvus brachyrhynchos*). These species are typical of disturbed open habitats and/or vegetated urban areas in Solano County. No raptor nests were observed near the property. One California ground squirrel (*Otospermophilus beecheyi*) was observed on the top of the bank near the southern terminus of Wesley Avenue. Burrows of these mammals provide habitat such as underground shelter for other animals, including special-status species such as the burrowing owl (*Athene cunicularia*). However, no evidence of burrowing owls (e.g., nest burrows, scat, and feathers) was found. Tracks of raccoon (*Procyon lotor*) and evidence of muskrat (*Ondatra zibethicus*) burrows along the stream were observed at the proposed footbridge location. Small fish resembling mosquito fish (*Gambusia* spp.) and other small minnows of unidentified species were observed within the stream near the location of the proposed bridge. Remnants of cray fish exoskeletons were found along the channel, primarily within otter spraints (scat).
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### 3.0 POTENTIAL IMPACTS TO BIOLOGICAL RESOURCES

The following CEQA checklist summarizes potential impacts from the proposed project on biological resources on the project site. Each item is addressed in detail on the following pages.

#### 3.1 BIOLOGICAL RESOURCES

<table>
<thead>
<tr>
<th>Would The Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>☐</td>
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<td>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
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<td>c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</td>
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<tr>
<td>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
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<tr>
<td>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
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<tr>
<td>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?</td>
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<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
3.1.1 Impact Analysis

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

A 1-mile CNDDB record search radius around the project site was deemed sufficient due to the limited diversity, disturbed conditions related to the flood control channel construction and ongoing maintenance, and the primary urban location of the project within the city limits of Suisun City. The CNDDB lists two plant species and no animal species occurrences within 1 mile of the project site (Table B, Figure 3); the CNPS lists 15 rare plant species (Table B). Impacts to special-status species that have a California rare plant rank of 1B, meaning that they are rare, threatened, or endangered throughout their range and many are endemic to California, would be considered significant under CEQA. None of these special status species are likely to occur in the highly disturbed footprint of the project. The USFWS lists an additional 15 animal species with federal status that could be potentially present (Appendix A).

The proposed trail alignment and bridge construction will be located entirely outside the flood plain and channel of McCoy and Laurel Creeks. It will not modify wetland or flood plain habitats. Due to its upland position, compacted soils and imported fill, it is unlikely that the trail alignment would support populations of any of the special-status plants as shown in Table B. The two plant species listed in the CNDDB within a 1-mile radius of the project site are alkali milk vetch and legenere, both vernal pool species. There is no suitable vernal pool habitat present within the project site. Long-styled sand-spurrey, slender-leaved pondweed, Mason’s lileaopsis, Delta tule pea and Suisun Marsh aster are marsh species that could potentially occur within the flood plain and channels at the site, based on suitable brackish marsh habitat being potentially present. The closest CNDDB records of these species are in Suisun Marsh, approximately 3 miles to the south of the project area. Most of the CNDDB records for Mason’s lileaopsis, Suisun Marsh aster, and salt marsh harvest mouse are from CDFW properties at Hills Slough Wildlife Area, south of Highway 12 near the project site. The Hill Slough Wildlife Area has diverse and intact marsh habitats, which do not exist on the project site. The project site is separated from the Hill Slough Wildlife Area by a divided four-lane highway (State Route 12) and residential housing development; however, a hydrological connection exists between Suisun Marsh and the McCoy Creek drainage. Thus, the presence of sensitive marsh species within the lower, tidally influenced sections of McCoy cannot be ruled out.

The western pond turtle is a California Species of Special Concern that inhabits permanent and intermittent waters of rivers, creeks, small lakes and ponds, marshes, irrigation ditches, and reservoirs. Turtles bask on land or near water on logs, branches, or boulders. Terrestrial habitat is important for nesting and overwintering. Western pond turtles can be found overwintering more than 1,500 feet from aquatic habitat, as well as migrating over half a mile. Overwinter sites typically include terrestrial refugia, burial in the substrate of aquatic habitats, or in undercut banks along streams. Nesting typically occurs within 200 meters of aquatic habitat in areas with compact, pliable soil, sparse vegetation, and good solar exposure. Hatchling turtles require dense cover to escape predators. Disturbance of basking pond turtles and destruction and alteration/loss of basking, feeding, and overwintering habitat are primary reasons for declining populations. Predation of hatchlings by introduced bullfrogs (Rana catesbeiana), smallmouth bass (Micropterus dolomieui),
and largemouth bass (*Micropterus salmoides*) is also thought to be significant. Due to their longevity, western pond turtle populations can exist for many years without successful reproduction. Avoidance of impacts to basking and overwintering turtles for the McCoy Creek Bike Trail will include reducing noise and visual disturbance of basking turtles, and avoidance of nest disturbances. There will be no direct impacts of the proposed project on western pond turtle because all project activities are restricted to the top of bank areas on existing roadways and hardened surfaces. However, western pond turtles in search of nesting sites may wander from the wetlands to upland sites and thus could move through the proposed trail alignment. Avoidance and minimization measures for western pond turtle are suggested below.

The Swainson’s hawk occurs widely in the lowlands of Solano County, and Swainson’s hawks are known to nest in trees within industrial landscapes as long as suitable foraging habitat is located in nearby areas. The closest known Swainson’s hawk nest sites are approximately 2 miles from the project site. A burrowing owl record is located approximately 2 miles southwest of the project site at the western edge of Suisun City near the Suisun train station (CNDDB Element Occurrence Index 66386). California Ground squirrels have been observed along the proposed trail alignment, providing potential nest sites. Burrowing owls are known to nest in riprap and may winter on the site. While the property itself is not a high value foraging site for Swainson’s hawks, burrowing owls, or other raptors, it could be used by these species on an occasional basis. Thus, preconstruction surveys (see Mitigation Measures below) are recommended to ensure that breeding owls are detected and—if present—avoided. The construction of the bike trail and the footbridge on largely existing roadways and hardened surfaces would not reduce foraging habitat for Swainson’s hawk and burrowing owl.

Birds protected under the California Fish and Game Code and the Migratory Bird Treaty Act (MBTA) could potentially nest on or near the property; however, as long as the project complies with provisions of the MBTA, California Fish and Game Code Section 3513 and the recommended avoidance and minimization measures indicated below, the project will not affect any protected nesting birds or violate the MBTA or California Fish and Game Code.

Finally, there is limited potential for federally listed Delta smelt to occur in the channel. Delta smelt favor low salinity levels, nutrient rich water and high turbidity. These conditions exist in the McCoy Creek channel. However, there will be no direct impacts of the proposed project on Delta smelt because all project activities are restricted to the top of bank areas on existing roadways and hardened surfaces. Erosion and water quality control measures as outlined in Measure Bio-1e should be implemented to avoid any impact to Delta smelt and other aquatic species.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Coastal salt marsh alliances, which are considered sensitive natural communities, are known to occur south of the project site within Suisun Marsh. In addition, Coastal brackish marsh is a sensitive natural community that could potentially occur fringing the channels of McCoy Creek and Laurel Creek. However, since no activities are anticipated within the channel or flood plain of these creeks, the proposed bridge and trail construction will not impact these natural communities. Erosion and
water quality control measures as outlined in Measure Bio-1e should be implemented to avoid any impact on any riparian habitat or other sensitive natural community.

c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

The proposed project is restricted to the designated work area on top of the bank on existing roadways and hardened surfaces. No work is anticipated to occur in the wetted portions of the stream or floodplain areas subject to regulation under the Clean Water Act and the bridge location on Laurel Creek is above the tidally influence sections of McCoy Creek subject to Section 10 jurisdiction under the Rivers and Harbors Act. As long as no work activities are required within the channel or floodplain, permits from the Corps and associated 401 certification from the RWQCB should not be required. The bridge over the creek will be a bowstring style prefabricated steel bridge that is brought to the site in two or three pieces and assembled on the site using large cranes. The bridge will be bolted to two reinforced concrete abutment footings with an L-shaped cross-section placed over a minimum of two cast-in-drilled-hole reinforced concrete piers. These piers are to be set back a minimum of 5 feet from the edge of the outside upper channel banks.

Construction activities conducted in and around streams generally require advanced notification to the CDFW under Section 1602 of the Fish and Game Code and to the RWQCB. While there are no direct impacts affecting any beneficial uses of jurisdictional wetlands or other waters by filling, dredging, or modification of the stream channel, floodplain, or embankments, the removal of one riparian tree and installation of the bridge will require notification to and permits from both agencies. Project construction shall also follow applicable laws and regulations for erosion control and storm water management. Erosion and water quality control measures as outlined in Mitigation Measure Bio-1e should be implemented to avoid any impact on federally protected wetlands or waters of the State.

Construction of the proposed bike trail will direct runoff from the 10-foot-wide concrete trail surface to established storm drains (where available) and potential bio-retention swales on the site. In some areas, the alignment of the bike path is not large enough to accommodate bioswales along the trail. Where there is not adequate width the trail drainage runoff will sheet-flow over grassed self-treating areas toward the channel.

d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The CDFW Biogeographic Information & Observation System (CDFW 2020) was reviewed to determine if the project is located within an Essential Connectivity Area. The McCoy Creek Bike Trail Project does not occur within an Essential Connectivity Area. The proposed construction of the trail along existing maintenance and access roads will not adversely affect migratory corridors. There are no wildlife nursery sites on the property. The project will not affect wildlife movement or nursery sites of any native wildlife species.
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The City of Suisun City General Plan Open Space, Conservation, and Recreation Element includes goals, policies, and programs encouraging the protection of biological resources. The primary open space, conservation, and recreation policies are related to Objective OSC-1: “Increase the number of new developments that preserve and integrate drainages and other wildlife movement into site plans.” The proposed construction of the bike trail and the footbridge does not conflict with this objective and the respective policies OSC-1.1 through OSC-1.10 of the Suisun City General Plan (2015), because the project will not affect the movement of wildlife along the drainage. There are no wildlife movement corridors on the project site.

The City of Suisun City General Plan (2015) also provides Objective OSC-2: “New development in the Planning Area supports the conservation objectives of the Solano HCP,” including the following policies:

1. **Policy OSC-2.1.** The City will coordinate environmental review and mitigation requirements with the Solano HCP.

2. **Policy OSC-2.2.** The City will support the use of mitigation fees from the Solano HCP to fund preservation and restoration elements of the City’s conservation and open space strategy.

3. **Policy OSC-2.3.** The City will require that new developments comply with relevant conservation measures detailed within the Conservation Strategy chapter of the Solano HCP, as applicable.

   Development on the project site would not conflict with any of the above policies as long as the project adheres to avoidance and mitigation measures. The City will likely require avoidance measures to reduce direct and indirect impacts to special-status species and habitats. No mitigation is expected for the removal of the non-native walnut tree.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?

There are no conflicts with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State conservation plans. The project site is within an area identified for development within the City’s urban growth boundary in the Solano HCP. The project does not conflict with any Conservation Measures of the Solano HCP or conflict with the implementation of the HCP’s conservation program goals and objectives. The western pond turtle is not a Covered Species under the Solano HCP. It is, however, a Special Management Species under the HCP. Special Management Species will receive substantial conservation benefit from implementation of the construction best management practices, habitat preservation and restoration, water quality protection, invasive species control, and reserve management associated with the Conservation Strategies for Covered Species and Natural Communities under the HCP.
3.2 AVOIDANCE MEASURES; PERMITS

Potential measures to avoid impacts to special-status species include:

Measure Bio-1a: Western Pond Turtle Surveys. A western pond turtle survey shall be conducted by a qualified biologist within 2 weeks prior to any disturbance or removal of upland vegetation approximately 330 feet (100 meters) around the proposed bridge location. If a turtle or a turtle nest is found within the proposed trail alignment, it shall be relocated out of harm’s way in coordination with the CDFW. If any turtles are encountered within the construction zone during construction, all work shall halt until the turtle can be relocated by the qualified biologist, the turtle is determined to not be a western pond turtle, or the turtle leaves the area on its own. All western pond turtle relocations shall be approved by the CDFW and all western pond turtle individuals shall be relocated to the nearest suitable habitat outside the construction zone.

Measure Bio-1b: Biological Monitor. A qualified biologist shall be present on site to survey and monitor for special-status species during all work within 100 meters (330 feet) around the proposed bridge location. The Biological Monitor shall furthermore supervise and monitor project activities to ensure that appropriate protective measures are implemented for all project activities. The Biological Monitor shall conduct clearance surveys at the beginning of each day within or adjacent to suitable special-status species habitat, including brackish marsh habitat or western pond turtle habitat. The Biological Monitor shall have the authority to halt work activities that may affect special-status species, at any life stage. If a special-status species enters the work site, all work shall stop until it leaves of its own volition. Any sightings and/or injuries of these species shall be reported to the CDFW within 24 hours. If the CDFW determines or the Permittee finds that any special-status species are present at the work site, the Permittee shall stop all project work and the Permittee or the Biological Monitor shall notify the CDFW and other agencies such as the USFWS as may be appropriate. If there is imminent danger of injury to special-status species from project-related activities, and the special-status species individual(s) do not move out of the work site on their own, the Biological Monitor shall relocate the animal to the nearest suitable habitat outside the work zone and notify the CDFW within 24 hours.

Measure Bio-1c: Contractor Awareness. Contractor education shall be conducted to make workers aware of measures being taken to protect resources on the site and to contribute to increased vigilance during their work. Before initiation of construction activities within close proximity to the bridge location, all construction workers shall be trained by a qualified biologist regarding the potential presence of western pond turtle and any other potential special-status species and the fact that these species are to be avoided. If any special-status species are seen, the job supervisor must be notified and construction shall be halted until appropriate measures have been taken.
**Measure Bio-1d:** Bird Nest Surveys. If project activities, including vegetation removal, are scheduled during the nesting season of protected raptors and migratory birds (typically February 15 to August 15), a focused survey for active bird nests shall be conducted by a qualified biologist within 15 days prior to the beginning of project activities. The results of the survey shall be submitted to the CDFW. If active nests are found, the Permittee shall consult with the CDFW and the USFWS regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and the Fish & Game Code, section 3503. If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the CDFW and the USFWS, will be required before project work can be re-initiated.

**Measure Bio-1e:** Erosion Control Measures. To avoid impacts to aquatic species, including Delta smelt, erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. Erosion control measures, such as silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw, shall be used wherever sediment has the potential to leave the work site and enter the stream. Erosion control materials containing monofilament netting or similar material may not be sued due to the risk of amphibians and reptiles becoming entangled in such materials. Acceptable substitutes include straw wattles with coconut coir or similar. Brackish marsh or other wetland habitat shall not be directly or indirectly impacted through changes in hydrology, sedimentation, or contamination of the habitat or the surrounding area. Wash-down water from concrete delivery trucks, concrete pumping equipment, and other tools and equipment shall not be allowed to enter the stream channel and should be removed from the work site for treatment following construction. No dry concrete shall be placed on the banks or in a location where it could be carried into the channel by wind or runoff.

**Permitting Needs:** This project has been designed to avoid all impacts to wetlands, wetted soils, open water, and bank/riparian habitat. The entire project is constructed in uplands on top of existing hardened trails and roads. The proposed bridge will be pre-constructed and is planned to be moved into place by crane, without requiring access or work within the flood plain or along the embankment slopes. If this can be accomplished, a Section 404 permit from the Corps and 401 certification from the RWQCB is not necessary as none of the work will be conducted in their respective jurisdictional features. Notification for a Streambed Alteration Agreement will need to be provided to CDFW pursuant to Section 1602 as construction activities and the bridge will be most likely be within their jurisdiction. Similarly, notification should also be made to the RWQCB as work activities in and around streams may require a permit under the State’s Porter Cologne Act.
TABLES

Table A: Soil Types of the McCoy Creek Bike Trail Project Area
Table B: Special-Status Species and Sensitive Natural Communities Occurring within 1 Mile of the Project Site
Table A: Soil Types of the McCoy Creek Bike Trail Project Area

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>AoA</td>
<td>Antioch-San Ysidro complex, 0 to 2 percent slopes</td>
<td>11.7</td>
<td>76.5%</td>
</tr>
<tr>
<td>AsA</td>
<td>Antioch-San Ysidro complex, thick surface, 0 to 2 percent slopes</td>
<td>3.2</td>
<td>21.2%</td>
</tr>
<tr>
<td>CeA</td>
<td>Clear Lake clay, 0 to 2 percent slopes</td>
<td>0.4</td>
<td>2.4%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest (AOI)</strong></td>
<td></td>
<td><strong>15.3</strong></td>
<td><strong>100.10%</strong></td>
</tr>
</tbody>
</table>

Table B: Special-Status Species and Sensitive Natural Communities Occurring within 1 Mile of the Project Site

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkali milk-vetch Astragalus tener var. tener</td>
<td>None</td>
<td>None</td>
<td>G2T1</td>
<td>S1</td>
<td>1B.2</td>
<td></td>
<td>Playas, valley and foothill grassland (adobe clay), vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Vernal pool smallscale Atriplex persistens</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Vernal pools (alkaline)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Pappose tarplant Centromadia parryi ssp. parry</td>
<td>None</td>
<td>None</td>
<td>G3T2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Often alkaline soils, marshes and swamps, valley and foothill grasslands (vernally mesic)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Soft bird’s beak Chlorpyron molle ssp. molle</td>
<td>Endangered</td>
<td>CR</td>
<td>G2T1</td>
<td>S1</td>
<td>1B.2</td>
<td></td>
<td>Coastal marsh</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Bolander’s water-hemlock Cicuta maculata var. bolanderi</td>
<td>None</td>
<td>None</td>
<td>G5T4T5</td>
<td>S2?</td>
<td>2B.1</td>
<td></td>
<td>Marshes and swamps, coastal, fresh or brackish water</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Suisun thistle Cirsium hydrophilum var. hydrophilum</td>
<td>Endangered</td>
<td>None</td>
<td>G2T5</td>
<td>S2?</td>
<td>2B.1</td>
<td></td>
<td>Marshes and swamps (salt)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Mt. Diablo buckwheat Eriogonum truncatum</td>
<td>None</td>
<td>None</td>
<td>G1</td>
<td>S1</td>
<td>1B.1</td>
<td></td>
<td>Chaparral, coastal scrub, valley and foothill grassland</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>San Joaquin spearscale Extriplex joaquinana</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Chenopod scrub, meadows and seeps, plays, valley and foothill grassland</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Wooly headed gilia Gilia capitata ssp. tomentosa</td>
<td>None</td>
<td>None</td>
<td>G5T1</td>
<td>S1</td>
<td>1B.1</td>
<td></td>
<td>Coastal bluff scrub, valley and foothill grassland</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Contra Costa goldfields Lasthenia conjugens</td>
<td>Endangered</td>
<td>None</td>
<td>G1</td>
<td>S1</td>
<td>1B.1</td>
<td></td>
<td>Cismontane woodland, playas (alkaline), valley and foothill grassland, vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Ferris goldfields Lathenia ferrisiae</td>
<td>None</td>
<td>None</td>
<td>G3</td>
<td>S3</td>
<td>4.2</td>
<td></td>
<td>Vernal pools (alkaline, clay)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Delta tule pea Lathyrus jeppsonii var. jeppsonii</td>
<td>None</td>
<td>None</td>
<td>G5T2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Marshes and swamps (freshwater and brackish)</td>
<td>Potentially suitable habitat</td>
</tr>
</tbody>
</table>
### Table B: Special-Status Species and Sensitive Natural Communities Occurring within 1 Mile of the Project Site

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legenere limosa</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Mason’s lilaeopsis Lilaeopsis masonii</td>
<td>None</td>
<td>CR</td>
<td>G2</td>
<td>S2</td>
<td>1B.1</td>
<td></td>
<td>Marshes and swamps (brackish or freshwater), riparian scrub</td>
<td>Potentially suitable habitat</td>
</tr>
<tr>
<td>California alkali grass Puccinellia simplex</td>
<td>None</td>
<td>None</td>
<td>G3</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Chenopod scrub, meadows and seeps, valley and foothill grassland, vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Long-styled sand-spurrey Spergularia macrotheca var. longistyla</td>
<td>None</td>
<td>None</td>
<td>G5T2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Meadows and seeps, marshes and swamps</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Slender-leaved pondweed Stuckenia filiformis ssp. alpina</td>
<td>None</td>
<td>None</td>
<td>G5T5</td>
<td>S2S3</td>
<td>2B.1</td>
<td></td>
<td>Marshes and swamps (assorted shallow freshwater)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Suisun Marsh aster Symphyotrichum lentum</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Marshes and swamps (brackish and freshwater)</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Saline clover Trifolium hydrophilum</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td>1B.2</td>
<td></td>
<td>Salt marshes, open areas in alkaline soils, alkaline grassland</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Oval-leaved viburnum Viburnum ellipticum</td>
<td>None</td>
<td>None</td>
<td>G4G5</td>
<td>S3?</td>
<td></td>
<td></td>
<td>Yellow pine forest, chaparral, cismontane woodland, lower montane coniferous forest</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Crustaceans</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>California freshwater shrimp Syncaris pacifica</td>
<td>Endangered</td>
<td>Endangered</td>
<td>G2</td>
<td>S2</td>
<td></td>
<td></td>
<td>Slow-moving freshwater streams in the Coastal range</td>
<td>No suitable habitat, out of known range</td>
</tr>
<tr>
<td>Vernal pool fairy shrimp Branchinecta lynchi</td>
<td>Threatened</td>
<td>None</td>
<td>G3</td>
<td>S3</td>
<td></td>
<td></td>
<td>Vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Conservancy fairy shrimp Branchinecta conservatio</td>
<td>Endangered</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td></td>
<td></td>
<td>Vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Insects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Callippe silverspot butterfly Speyeria callippe</td>
<td>Endangered</td>
<td>None</td>
<td>GST1</td>
<td>S1</td>
<td></td>
<td></td>
<td>Inner Coastal Range grasslands, requires viola pedunculata as a host plant</td>
<td>No suitable habitat</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
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<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta green ground beetle <em>Elaphrus viridis</em></td>
<td>Threatened</td>
<td>None</td>
<td>G1</td>
<td>S1</td>
<td></td>
<td></td>
<td>Vernal pools</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>San Bruno elfin butterfly <em>Callophrys mossii bayensis</em></td>
<td>Endangered</td>
<td>None</td>
<td>G4T1</td>
<td>S1</td>
<td></td>
<td></td>
<td>Rocky outcrops and cliffs in coastal scrub on the San Francisco peninsula</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Valley elderberry longhorn beetle <em>Desmocerus californicus dimorphus</em></td>
<td>Threatened</td>
<td>None</td>
<td>G3T2</td>
<td>S2</td>
<td></td>
<td></td>
<td>Riparian habitat, requires elderberry bushes</td>
<td>No suitable habitat</td>
</tr>
</tbody>
</table>

**Fishes**

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta smelt <em>Hypomesus transpacificus</em></td>
<td>Threatened</td>
<td>Endangered</td>
<td>G1</td>
<td>S1</td>
<td></td>
<td></td>
<td>Coastal lagoons, bays, estuaries, sloughs, tidal freshwater streams and offshore habitat</td>
<td>Potentially suitable aquatic habitat</td>
</tr>
</tbody>
</table>

**Reptiles**

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Giant garter snake <em>Thamnopsis gigas</em></td>
<td>Threatened</td>
<td>None</td>
<td>G2</td>
<td>S2</td>
<td></td>
<td></td>
<td>Agricultural wetlands and other waterways such as irrigation and drainage canals, sloughs, ponds, small lakes, low gradient streams, and adjacent uplands in the Central Valley</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td>Western pond turtle <em>Actinemys marmorata</em></td>
<td>None</td>
<td>None</td>
<td>G3G4</td>
<td>S3</td>
<td></td>
<td>SSC</td>
<td>Permanent and intermittent waters of rivers, creeks, small lakes and ponds, marshes, irrigation ditches, and reservoirs</td>
<td>Suitable habitat, observed on site</td>
</tr>
</tbody>
</table>

**Amphibians**

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>California red-legged frog <em>Rana draytonii</em></td>
<td>Threatened</td>
<td>None</td>
<td>G2G3</td>
<td>S2S3</td>
<td></td>
<td>SSC</td>
<td>Riparian habitat, ponds, marshes, springs, streams, and reservoirs; deep pools with dense stands of overhanging willows and an intermixed fringe of cattails are considered optimal habitat</td>
<td>No suitable habitat</td>
</tr>
</tbody>
</table>
### Table B: Special-Status Species and Sensitive Natural Communities Occurring within 1 Mile of the Project Site

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>California tiger salamander <em>Ambystoma californiense</em></td>
<td>Threatened</td>
<td>Threatened</td>
<td>G2G3</td>
<td>S2S3</td>
<td>WL</td>
<td>Vernal pool grasslands</td>
<td>No suitable habitat</td>
<td></td>
</tr>
<tr>
<td><strong>Birds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burrowing owl <em>Athene cunicularia</em></td>
<td>None</td>
<td>None</td>
<td>G4</td>
<td>S3</td>
<td>SSC</td>
<td>Grasslands, agricultural fields, in association with California ground squirrel colonies or other burrows</td>
<td>Very limited suitable nesting habitat (burrows), marginal foraging habitat present adjacent to bike trail alignment</td>
<td></td>
</tr>
<tr>
<td>California clapper rail <em>Rallus longirostris obsoletus</em></td>
<td>Endangered</td>
<td>Endangered</td>
<td>GST1</td>
<td>S1</td>
<td>FP</td>
<td>Tidal and brackish marshes with unrestricted daily tidal flows</td>
<td>No suitable habitat</td>
<td></td>
</tr>
<tr>
<td>Saltmarsh common yellowthroat <em>Geothlypis trichas sinuosa</em></td>
<td>None</td>
<td>None</td>
<td>GST3</td>
<td>S3</td>
<td>SSC</td>
<td>Woody swamp, brackish marsh, and freshwater marsh</td>
<td>No suitable habitat, out of known range</td>
<td></td>
</tr>
<tr>
<td>Swainson’s hawk <em>Buteo swainsoni</em></td>
<td>None</td>
<td>Threatened</td>
<td>G5</td>
<td>S3</td>
<td></td>
<td>Open and semi-open country—deserts, grasslands, and prairies—hayfields, and pastures, tied very closely to the distribution of various small mammals</td>
<td>Marginal foraging habitat adjacent to bike trail alignment and the floodplain</td>
<td></td>
</tr>
<tr>
<td>Suisun song sparrow <em>Melospiza melodia maxillaris</em></td>
<td>None</td>
<td>None</td>
<td>GST3</td>
<td>S3</td>
<td>SSC</td>
<td>Tidal marshes in Suisun Bay, dense vegetation is required for nesting sites, song perches, and cover for refuge from predators</td>
<td>Potentially suitable habitat</td>
<td></td>
</tr>
</tbody>
</table>
### Table B: Special-Status Species and Sensitive Natural Communities Occurring within 1 Mile of the Project Site

<table>
<thead>
<tr>
<th>Common Name/Scientific Name</th>
<th>Federal Status</th>
<th>State Status</th>
<th>Global Rank</th>
<th>State Rank</th>
<th>Rare Plant Rank</th>
<th>CDFW Status</th>
<th>Habitat</th>
<th>Potential to Occur</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mammals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt marsh harvest mouse <em>Reithrodontomys raviventris</em></td>
<td>Endangered</td>
<td>Endangered</td>
<td>G1G2</td>
<td>S1S2</td>
<td></td>
<td>FP</td>
<td>Pickleweed (<em>Salicornia</em>), salt marshes, managed wetlands</td>
<td>No suitable habitat</td>
</tr>
<tr>
<td><strong>Sensitive Natural Communities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coastal brackish marsh</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2.1</td>
<td></td>
<td>SNC</td>
<td>Interior edges of coastal bays, estuaries and lagoons, sometimes with freshwater inputs; dominated by tall perennial emergent, such as cattails and bulrush, frequently flooded</td>
<td>Potentially present, fringing the lower reaches of McCoy Creek</td>
</tr>
<tr>
<td>Northern claypan vernal pool</td>
<td>None</td>
<td>None</td>
<td>G1</td>
<td>S1.1</td>
<td></td>
<td>SNC</td>
<td>Seasonally flooded depressions on impermeable soils</td>
<td>Not present</td>
</tr>
<tr>
<td>Northern coastal salt marsh</td>
<td>None</td>
<td>None</td>
<td>G3</td>
<td>S3.2</td>
<td></td>
<td>SNC</td>
<td>On deep alluvial soils and floodplain terraces within the Delta</td>
<td>Not present</td>
</tr>
<tr>
<td>Serpentine bunchgrass</td>
<td>None</td>
<td>None</td>
<td>G2</td>
<td>S2.2</td>
<td></td>
<td>SNC</td>
<td>Dominated by tussock-forming grasses, on fine textured serpentinite soils</td>
<td>Not present</td>
</tr>
<tr>
<td>Valley needlegrass grassland</td>
<td>None</td>
<td>None</td>
<td>G3</td>
<td>S3.1</td>
<td></td>
<td>SNC</td>
<td>On fine-textured soils, grassland dominated by <em>Stipa pulchra</em></td>
<td>Not present</td>
</tr>
</tbody>
</table>


**Status Codes:**
- **Federal (USFWS)**
  - FE = Listed as Endangered (in danger of extinction) by the Federal Government.
  - FT = Listed as Threatened (likely to become Endangered within the foreseeable future) by the Federal Government.
  - FC = Candidate to become a proposed species.
- **State (CDFW)**
  - CE = Listed as Endangered by the State of California
  - CSC = California Species of Special Concern
  - CT = Listed as Threatened by the State of California
  - CR = California Rare
  - CC = State Candidate for listing as an Endangered Species

**California Native Plant Society Rare Plant Inventory**
- Rank 1A: Plants Presumed Extinct in California
- Rank 1B: Plants Rare, Threatened, or Endangered in California and Elsewhere
- Rank 2: Plants Rare, Threatened, or Endangered in California, But More Common Elsewhere
- Rank 3: Plants About Which We Need More Information—A Review List
- Rank 4: Plants of Limited Distribution—A Watch List
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FIGURES

Figure 1: Regional Location
Figure 2: Project Site
Figure 3: CNDDDB Occurrences within 1 Mile of Project Site
FIGURE 2

McCoy Creek Bike Trail
Suisun City, Solano County, California
Project Site
McCoy Creek Bike Trail
Suisun City, Solano County, California
CNDDB Occurrences within
1 Mile of Project Site

SOURCE: National Geographic World Map; CDFW CNDDB(10/2020).
\(\text{SOURCE: National Geographic World Map; CDFW CNDDB(10/2020).}\)
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APPENDIX A

USFWS LIST OF THREATENED AND ENDANGERED SPECIES THAT MAY OCCUR IN PROPOSED PROJECT LOCATION, AND/OR MAY BE AFFECTED BY THE PROPOSED PROJECT
In Reply Refer To:
Consultation Code: 08ESMF00-2021-SLI-0179
Event Code: 08ESMF00-2021-E-00464
Project Name: McCoy Bike trail Phase 2

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, under the jurisdiction of the U.S. Fish and Wildlife Service (Service) that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

Please follow the link below to see if your proposed project has the potential to affect other species or their habitats under the jurisdiction of the National Marine Fisheries Service:

http://www.nwr.noaa.gov/protected_species/species_list/species_lists.html

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.
The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.
Attachment(s):

- Official Species List
Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
(916) 414-6600
Project Summary

Consultation Code: 08ESMF00-2021-SLI-0179

Event Code: 08ESMF00-2021-E-00464

Project Name: McCoy Bike trail Phase 2

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: The City of Suisun City, in cooperation with the California Department of Transportation (Caltrans) proposes to create a paved bike trail with a prefabricated steel bridge crossing McCoy Creek within the City of Suisun City. The McCoy Creek Trail will extend the 10-foot wide concrete Class I bikeway along the west bank of the McCoy Creek north to Laurel Creek, where a prefabricated pedestrian/bicycle bridge will be installed. In addition to the 10-foot wide concrete trail and the prefabricated bridge, other improvements include shade structures, site furnishings, minor landscaping, bio-retention area(s) for treatment of stormwater, monument entrance signs, educational kiosk signs, wayfinding signs, chokers and crosswalks at mid-block crossings, street lighting, railings, and fencing.

Project Location:
Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/place/38.25102997014187N122.00642779593662W

Counties: Solano, CA
Endangered Species Act Species

There is a total of 20 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt Marsh Harvest Mouse <em>Reithrodontomys raviventris</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/613">https://ecos.fws.gov/ecp/species/613</a></td>
<td></td>
</tr>
</tbody>
</table>

Birds

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Clapper Rail <em>Rallus longirostris obsoletus</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/4240">https://ecos.fws.gov/ecp/species/4240</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Least Tern <em>Sterna antillarum browni</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/8104">https://ecos.fws.gov/ecp/species/8104</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Spotted Owl <em>Strix occidentalis caurina</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>There is final critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1123">https://ecos.fws.gov/ecp/species/1123</a></td>
<td></td>
</tr>
</tbody>
</table>
### Reptiles

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Giant Garter Snake <em>Thamnophis gigas</em></td>
<td>Threatened</td>
</tr>
<tr>
<td></td>
<td>No critical habitat has been designated for this species.</td>
</tr>
<tr>
<td></td>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/4482">https://ecos.fws.gov/ecp/species/4482</a></td>
</tr>
</tbody>
</table>

### Amphibians

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Red-legged Frog <em>Rana draytonii</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>There is final critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/2891">https://ecos.fws.gov/ecp/species/2891</a></td>
<td></td>
</tr>
<tr>
<td>Species survey guidelines:</td>
<td></td>
</tr>
<tr>
<td>California Tiger Salamander <em>Ambystoma californiense</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Population: U.S.A. (Central CA DPS)</td>
<td></td>
</tr>
<tr>
<td>There is final critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/2076">https://ecos.fws.gov/ecp/species/2076</a></td>
<td></td>
</tr>
</tbody>
</table>

### Fishes

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta Smelt <em>Hypomesus transpacificus</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>There is final critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/321">https://ecos.fws.gov/ecp/species/321</a></td>
<td></td>
</tr>
</tbody>
</table>
### Insects

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Callippe Silverspot Butterfly Speyeria callippe callippe</strong>&lt;br&gt;There is <strong>proposed</strong> critical habitat for this species. The location of the critical habitat is not available.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/3779">https://ecos.fws.gov/ecp/species/3779</a></td>
<td><strong>Endangered</strong></td>
</tr>
<tr>
<td><strong>Delta Green Ground Beetle Elaphrus viridis</strong>&lt;br&gt;There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/2319">https://ecos.fws.gov/ecp/species/2319</a></td>
<td><strong>Threatened</strong></td>
</tr>
<tr>
<td><strong>San Bruno Elfin Butterfly Callophrys mossii bayensis</strong>&lt;br&gt;There is <strong>proposed</strong> critical habitat for this species. The location of the critical habitat is not available.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/3394">https://ecos.fws.gov/ecp/species/3394</a></td>
<td><strong>Endangered</strong></td>
</tr>
<tr>
<td><strong>Valley Elderberry Longhorn Beetle Desmocerus californicus dimorphus</strong>&lt;br&gt;There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/7850">https://ecos.fws.gov/ecp/species/7850</a>&lt;br&gt;Habitat assessment guidelines: <a href="https://ecos.fws.gov/ipac/guideline/assessment/population/436/office/11420.pdf">https://ecos.fws.gov/ipac/guideline/assessment/population/436/office/11420.pdf</a></td>
<td><strong>Threatened</strong></td>
</tr>
</tbody>
</table>

### Crustaceans

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>California Freshwater Shrimp Syncaris pacifica</strong>&lt;br&gt;No critical habitat has been designated for this species.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/7903">https://ecos.fws.gov/ecp/species/7903</a></td>
<td><strong>Endangered</strong></td>
</tr>
<tr>
<td><strong>Conservancy Fairy Shrimp Branchinecta conservatio</strong>&lt;br&gt;There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/8246">https://ecos.fws.gov/ecp/species/8246</a></td>
<td><strong>Endangered</strong></td>
</tr>
<tr>
<td><strong>Vernal Pool Fairy Shrimp Branchinecta lynchi</strong>&lt;br&gt;There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.&lt;br&gt;Species profile: <a href="https://ecos.fws.gov/ecp/species/498">https://ecos.fws.gov/ecp/species/498</a></td>
<td><strong>Threatened</strong></td>
</tr>
</tbody>
</table>
Flowering Plants

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contra Costa Goldfields <em>Lasthenia conjugens</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>Santa Cruz Tarplant <em>Holocarpha macradenia</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Showy Indian Clover <em>Trifolium amoenum</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>Soft Bird's-beak <em>Cordylanthus mollis ssp. mollis</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>Suisun Thistle <em>Cirsium hydrophilum var. hydrophilum</em></td>
<td>Endangered</td>
</tr>
</tbody>
</table>

There are **final** critical habitats for each of the above species. Your location is outside the critical habitat. Species profiles are available at the following links:

- [https://ecos.fws.gov/ecp/species/7058](https://ecos.fws.gov/ecp/species/7058)
- [https://ecos.fws.gov/ecp/species/6832](https://ecos.fws.gov/ecp/species/6832)
- [https://ecos.fws.gov/ecp/species/6459](https://ecos.fws.gov/ecp/species/6459)
- [https://ecos.fws.gov/ecp/species/8541](https://ecos.fws.gov/ecp/species/8541)
- [https://ecos.fws.gov/ecp/species/2369](https://ecos.fws.gov/ecp/species/2369)

**Critical habitats**

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE’S JURISDICTION.
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ATTACHMENT #5
Suisun City Consultant Services Agreement

See following inserted pages.
CITY OF SUISUN CITY
CONTRACT SERVICES AGREEMENT FOR

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into on __________, 2020, by and between the CITY OF SUISUN CITY, a municipal corporation (“City”) and NBS (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of $________ (_______________ Dollars) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by
City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions,
riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ______ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). [The City may, in its sole discretion, extend the Term for five (5) additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. ________, Title, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Greg Folsom, City Manager, [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”).

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION
5.1 **Insurance Coverages.** Without limiting Consultant’s indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) **General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) **Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) **Workers’ compensation insurance.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 **General Insurance Requirements.**

(a) **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
(b) **Duration of coverage.** Consultant shall procure and maintain for the
duration of this Agreement insurance against claims for injuries to persons or damages to
property, which may arise from or in connection with the performance of the Services hereunder
by Consultant, its agents, representatives, employees or subconsultants.

(c) **Primary/noncontributing.** Coverage provided by Consultant shall be
primary and any insurance or self-insurance procured or maintained by City shall not be required
to contribute with it. The limits of insurance required herein may be satisfied by a combination
of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or
be endorsed to contain a provision that such coverage shall also apply on a primary and non-
contributory basis for the benefit of City before the City’s own insurance or self-insurance shall
be called upon to protect it as a named insured.

(d) **City’s rights of enforcement.** In the event any policy of insurance required
under this Agreement does not comply with these specifications or is canceled and not replaced,
City has the right but not the duty to obtain the insurance it deems necessary and any premium
paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient
to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) **Acceptable insurers.** All insurance policies shall be issued by an insurance
company currently authorized by the Insurance Commissioner to transact business of insurance
or that is on the List of Approved Surplus Line Insurers in the State of California, with an
assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger)
in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by
the City’s Risk Manager.

(f) **Waiver of subrogation.** All insurance coverage maintained or procured
pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or
appointed officers, agents, officials, employees and volunteers or shall specifically allow
Consultant or others providing insurance evidence in compliance with these specifications to
waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery
against City, and shall require similar written express waivers and insurance clauses from each of
its subconsultants.

(g) **Enforcement of contract provisions (non-estoppel).** Consultant
acknowledges and agrees that any actual or alleged failure on the part of the City to inform
Consultant of non-compliance with any requirement imposes no additional obligations on the
City nor does it waive any rights hereunder.

(h) **Requirements not limiting.** Requirements of specific coverage features or
limits contained in this section are not intended as a limitation on coverage, limits or other
requirements, or a waiver of any coverage normally provided by any insurance. Specific
reference to a given coverage feature is for purposes of clarification only as it pertains to a given
issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other
coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums
shown above, the City requires and shall be entitled to coverage for the higher limits maintained
by the Consultant. Any available insurance proceeds in excess of the specified minimum limits
of insurance and coverage shall be available to the City.
(i) **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) **Agency’s right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant’s compensation.

(o) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 **Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified
Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.
(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or
different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit “C”. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
8.3 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 **Attorneys’ Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees, whether or not the matter proceeds to judgment.

8.8 **Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials ______

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

ATTEST:

Greg Folsom, City Manager

Linda Hobson, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: ______________________
Name: ________________
Title: ________________

By: ______________________
Name: __________________
Title: ________________

Address: ______________________
__________________________

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On __________, 2020 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____________________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
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<tbody>
<tr>
<td>☐ INDIVIDUAL</td>
<td>TITLE OR TYPE OF DOCUMENT</td>
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<tr>
<td>☐ CORPORATION OFFICER</td>
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<td>TITLE(S)</td>
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<td>☐ PARTNER(S)</td>
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<td>☐ TRUSTEE(S)</td>
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<td>☐ GUARDIAN/CONSERVATOR</td>
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<tr>
<td>☐ OTHER___________________</td>
<td>SIGNER(S) OTHER THAN NAMED ABOVE</td>
</tr>
</tbody>
</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
________________________________

01080.0001/622489.1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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SIGNER IS REPRESENTING:  
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

A. Data Collection
B. Administrative Cost Recovery
C. Special Tax Requirement
D. Levy Calculation
E. Meeting Attendance
F. Levy Submittal
G. Special Tax Levy Report
H. Delinquency Monitoring
I. Additional Reporting
J. Notice of Special Tax Disclosure
K. Consulting Support

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Special Tax Levy Report
B. Delinquency Monitoring
C. Additional Reporting
D. Levy Calculations
E. Meeting Attendance

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. Not Applicable
IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. To be determined.

B. 

C. 
EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following Services at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>RATE</th>
<th>TIME</th>
<th>SUB-BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Task A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Task B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Task C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Task D</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Task E</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. Consultant’s billing rates for all personnel are attached as Exhibit C-1.
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Days to Perform</th>
<th>Deadline Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Task A</td>
<td></td>
</tr>
<tr>
<td>B. Task B</td>
<td></td>
</tr>
<tr>
<td>C. Task C</td>
<td></td>
</tr>
</tbody>
</table>

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.