

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Second Groundwater Well – Award for Construction of Below Ground Facilities

Recommendation: Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of \$929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project

Fiscal Impact: \$1,219,107 – Total Project Cost CIP Account No. 1191-65501 (Second Groundwater Well)
\$929,159 – Contract Award Amount
\$94,474 – Hydrogeologic Services during Well Construction
\$77,558 – Engineering Services during Well Construction
\$25,000 – Project/Construction Management
\$92,916 – Construction Contingency (10%)

Purpose:

To provide additional water resources by securing access to groundwater at the Water Treatment Plant.

Council's Strategic Goals:

The project addresses the City Council's Strategic Goal of Improving the City's Infrastructure.

Background:

The United States Bureau of Reclamation (USBR) has awarded the City of Yuba City a \$750,000 grant for the construction of a new potable groundwater well. A California Environmental Quality Act (CEQA) document and a USBR-approved National Environmental Protection Act (NEPA) document have both been completed.

Construction of the new well will be broken down into two phases. The first phase is construction of the below-ground facilities, which involves drilling approximately 400 feet below the surface. At predetermined depths, samples will be taken where preliminary data has suggested there is a suitable groundwater aquifer. The data from the samples will help determine the yield of the well so equipment can be appropriately designed based on that yield. The anticipated yield from previous studies is approximately 2 million gallons per day.

The second phase would be to construct the above-ground facilities for the well including a three-sided structure, electrical cabinets, pump related equipment and plumbing. The City's design consultant is expected to complete a 90% draft of plans and specifications for the above-ground facilities by September 2022.

Analysis:

The below-ground phase of the Second Groundwater Well Project was advertised for bids beginning May 18, 2022. Plans and Specifications were provided to local builder/contractor exchanges. On June 9, 2022 two bids were received and opened by the Assistant to the City Manager. A list of the bids received and the Engineer's Estimate are shown below:

<u>Company</u>	<u>Total Bid</u>
Engineer's Estimate	\$956,283
Nor-Cal Pump and Well Drilling, Inc., Yuba City	\$929,159
Pacific Coast Well Drilling, Paso Robles	\$1,144,014

Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA is the low, responsible, and responsive bidder.

Fiscal Impact:

Contract administration will be performed by Public Works Department staff. Additionally, the City has previously contracted with West Yost & Associates for Hydrogeologic and Engineering services during construction of the well. The estimated total construction cost for the project is approximately \$1,219,107, which consists of the following components:

Construction Contract:	\$929,159
Hydrogeologic Services	\$94,474
Engineering Services during Well Construction	\$77,558
Construction Management	\$25,000
Construction Contingency (10%)	\$92,916

Total:	\$1,219,107
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The project will be funded through CIP Account No. 1191-65501 (Second Groundwater Well). Currently, there is approximately \$4.15 million of available funds for the project, including \$750,000 in USBR grant funds.

Environmental:

A draft Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and filed with the State Clearinghouse (SCH # 2022050477) and posted for public comment on May 23, 2022. Comments were received from two state agencies; the California Department of Fish and Wildlife and the Central Valley Regional Water Quality Control Board. Staff have reviewed the comments and have refined the IS/MND to provide additional clarity to certain issues to address the comments provided by the agencies. These refinements are included in "Appendix F" to the IS/MND and are attached to the

proposed resolution. Staff is recommending Council adopt the IS/MND as clarified by Appendix F. A copy of the IS/MND can be found at <https://www.yubacity.net/secondgroundwaterwell>.

Alternatives:

1. Do not award the contract and reject all bids. Federal grant funding is required to be spent by the end of 2022.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of \$929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
- B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project.

Attachments:

1. Resolution - Second Groundwater Well - Award for Construction and Including Appendix F to ISMND

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO NOR-CAL PUMP & WELL DRILLING, INC. FOR THE CONSTRUCTION OF THE BELOW-GROUND FACILITIES FOR THE SECOND GROUNDWATER WELL, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY, AND ADOPT THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE SECOND GROUNDWATER WELL PROJECT

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Second Groundwater Well Project (Project); and

WHEREAS, in response to the advertisement, the City received two (2) bids for the following bid amounts:

Nor-Cal Pump & Well Drilling, Inc.	\$919,159.00
Pacific Coast Well Drillers, Inc.	\$1,144,014.00; and

WHEREAS, the City Public Works Department has reviewed the two (2) bids, and having examined Nor-Cal Pump & Well Drilling, Inc. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the City is the lead agency on the Project for CEQA compliance, and

WHEREAS, the City filed the IS/MND with the State Clearinghouse (SCH# 2022050477) for public comment on May 23, 2022.

WHEREAS, during the CEQA public comment period the City received comments from the California Department of Fish and Wildlife and the Central Valley Regional Water Quality Control Board; and

WHEREAS, City staff have carefully reviewed the comments and have prepared refinements as set forth in "Appendix F" to the mitigated negative declaration in order to provide additional clarity to certain issues regarding the same; and

WHEREAS, the City desires to award the bid to Nor-Cal Pump & Well Drilling, Inc to construct the Project and adopt the mitigated negative declaration; and

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The City Council of the City of Yuba City does hereby accept the two (2) bids received as noted above.
3. On the basis of findings in Section 2, the City Council further finds Nor-Cal Pump & Well Drilling, Inc is the lowest responsive and responsible bidder, and awards the Construction Contract Agreement to Nor-Cal Pump & Well Drilling, Inc. of Yuba City, CA for the construction of the below ground facilities for the Second Groundwater Well Project in the amount of \$929,159, subject to material terms.
4. CEQA Findings. The City Council has fully considered the MND and finds that the project is consistent with, and has been fully assessed by, the MND. In this regard, based on the Council's independent judgement and analysis and record before it, the Council additionally finds as follows:
 - a. The MND reflects the Council's independent judgement and analysis.
 - b. The project mitigation imposed, as described in the Initial Study and supporting documents, will avoid any potentially significant effects to a point where no significant adverse impact on the environment will occur, and there is no substantial evidence in the record that this project may have any direct, indirect or cumulative effects on the environment that are potentially significant and adverse.
 - c. The proposed project will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines.
 - d. The mitigation measures are feasible and shall become binding upon the entity assigned thereby to implement the particular mitigation measures.
 - e. The changes described in the attached Appendix F to the MND (Exhibit "A") do not result in "substantial revisions" as contemplated by CEQA Guidelines Section 15073.5. No new, avoidable significant effect is identified, and no mitigation measures or project revisions were added after circulation in order to reduce the effect to insignificance. Likewise, the clarifications do not reflect any proposed mitigation measures or project revisions that will not reduce potential effects to less than significance and new measures or revisions must be required. In this regard, the City Council further finds that CEQA Guidelines Section 15073.5(c) does not require recirculation of the draft MND as i) the refinements merely clarify, amplify, or make insignificant modifications to the negative declaration; ii) refinements to mitigation measures are either equally or more effective as contemplated by CEQA Guidelines Section 15074.1; iii) to the extent that the refinements to the mitigation result in revisions to the project, such project revisions do not create new, avoidable, significant effects; and iv) the measures or conditions of project approval added after circulation of the draft MND are not required by CEQA, and do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.

The City Council also finds and determines that in light of the entire administrative record and the substantial evidence before it, the Project has been adequately environmentally assessed as required by CEQA per the MND.

5. Adoption of MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council hereby adopts the Mitigated Negative Declaration for the project, including the associated mitigation monitoring and reporting program as clarified in Appendix F to the MND, as the project will not result in any significant, adverse, environmental impacts with the mitigation imposed. The Department of Public Works located at Yuba City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's adoption of this Mitigated Negative Declaration is based. The Council authorizes and directs the Public Works Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.
6. The City Council of the City of Yuba City authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
7. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of July 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – Construction Contract Agreement

Exhibit B – Appendix F – Clarifications to IS/MND and Updated MMRP

CONTRACTING REQUIREMENTS

SECTION 00510

AGREEMENT

AGREEMENT FOR THE CONSTRUCTION OF

MUNICIPAL WELL NO. 2

PROJECT NO. 18-18

(Document will be re-typed after Contract Award)

THIS AGREEMENT made and entered into this ____ day of _____, 2022, between the City of Yuba City, a public entity in Sutter County, organized and existing under the laws of the State of California, hereinafter referred to as the "City" or "Owner" and , _____ , hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the City Council heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications; and

WHEREAS, the City Council did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the City Council, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the City and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the City all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: Municipal Well No. 2. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the City.

1.2 Location of Work. The Work will be performed at the following location: Yuba City Water Treatment Plant, 701 Northgate Drive in the City of Yuba City, CA as shown on the Contract Drawings.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

- Introductory Information (Sections 00005 through 00010)
- Bidding Requirements (Sections 00100 through 00480. Does not include Section 00300, Supplemental Project Information Available to Bidders);
- Contracting Requirements (Sections 00510 through 00800);
- General Requirements (Division 1);
- Technical Specifications including all Tables, Exhibits and Attachments;
- City Standard Specifications
- Contract Drawings;
- Addenda (numbers ____ to____, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00600);
 - Field Directive(s);
 - Change Order(s);
 - Construction Change Directive; and
 - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2, Contract Documents, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplemental General Conditions.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700- 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, City's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code §1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

CONTRACTING REQUIREMENTS

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the City agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

Bid Items

Item	Description	Qty	Unit	Unit Price, dollars	Total bid item price, dollars
1	Mobilization and Demobilization	1	LS		
2	Sound Barrier	1	LS		
3	Conductor Casing	50	LF		
4	Pilot Hole Drilling	450	LF		
5	Geophysical Logging	1	LS		
6	Caliper Survey	2	Each		
7	Aquifer Zone Sampling	5	Each		
8	Pilot Borehole Stabilization	452	LF		
9	Pilot Bore Reaming	365	LF		
10	16-Inch-Diameter Type 304L Stainless Steel Blank Casing	298	LF		
11	16-Inch-Diameter Type 304L Stainless Steel Louvered Screen	100	LF		
12	16-Inch-Diameter Type 304L Stainless Steel Cellar Pipe with SE End Cap	10	LF		
13	3-Inch-Diameter Type 304L Stainless Steel Gravel Feed Tube	217	LF		
14	3-Inch-Diameter Type 304L Stainless Steel Sounding Tube	239	LF		
15	8-Foot Type 304L Stainless Steel Casing Entry Port with Stiffener Rings	1	LS		
16	Filter Pack (includes filter pack, transition sand seal and bentonite seals)	300	LF		
17	Cement Grout	115	LF		
18	Mechanical Well Development	25	Hourly		
19	Chemical Development Using Chlorine	25	Hourly		
20	Chemical Development using Clay-Dispersant Polymers	25	Hourly		
21	Test Pump Mobilization and Demobilization	1	LS		
22	Pumping Development	50	Hourly		
23	Production Testing - Step Discharge Testing	12	Hourly		

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Item	Description	Qty	Unit	Unit Price, dollars	Total bid item price, dollars
24	Production Testing - Constant Discharge Testing	48	Hourly		
25	Flow Velocity Surveys	1	LS		
26	Plumbness and Alignment Survey	1	LS		
27	Acceptance Video Survey	1	LS		
28	Disinfection of Well	1	LS		
29	Site Cleanup	1	LS		
30	Fluids and Cuttings Containment and Disposal	1	LS		
31	Standby Time	1	Hourly		

TOTAL BID AWARD PRICE (Items 1 through 31) \$_____

TOTAL BID AWARD PRICE (in words) _____

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents. Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, the City shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units or work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 - CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

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Times Allowed for Completion

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date) or Seasonal Dates
Substantial Completion	120
Final Completion	140

Milestones – Milestones are further defined in Section 01140, Work Restrictions and Section 00800, Supplementary Conditions.

4.4 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the City's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the City and the Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, the Contractor will forfeit and pay to the City liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
	Substantial Completion	\$750
	Final Completion	\$500

ARTICLE 5 - INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

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5.2 Faithfull Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A:VII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 - CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 City's Representative. The City has designated **William Jow**, or his/her designee to act as City's Representative. The City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representative at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities. All documents requiring the signature/approval of City shall be signed by the City's Representative.

6.2 Design Engineer. The City has designated **West Yost Associates** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the City.

6.3 Construction Manager. The City has designated **William Jow**, to act as Construction Manager. The City may assign, upon mutual agreement, all or part of the City's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the

CONTRACTING REQUIREMENTS

Contract, the plans, the specifications, and other related information made available to Contractor by the City.

- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the City is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> : Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.

ARTICLE 8 - LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 California Labor Code. Pursuant to the provisions of §1770 *et seq.* of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at City office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

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It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code §1775, including provisions which require Contractor to (a) forfeit as penalty to City not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by City and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations and all job site notices as prescribed by California Labor Code Section 1771.1.

Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages - Not Used.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the City's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement, or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

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9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The City shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the City or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any positions taken by City or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and the City shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;

CONTRACTING REQUIREMENTS

- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

Company Name _____
Company Address _____
Individual's Name _____
Individual's Email Address _____
Individual's Direct Dial Phone #: _____
Individual's Fax # _____

Any written notice to City shall be sent to:

Director of Public Works and Development Services
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA, 95993

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

CONTRACTING REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

Date: _____ Federal I.D. #: _____
DIR Registration # _____ State ID # _____
California Contractor's License # & Classifications _____ Expiration Date _____

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

Type of Business Entity (*check one*):

____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
____ Other (*please specify*: _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF ANTIOCH

a California Municipal Corporation

DATE: _____ BY _____
City Manager

Original Approved As To Form:

Attest:

*****, City Attorney

*****, City Secretary

Original Approved as to Form:

Ben Moody, Director of Public Works and Development Services

CONTRACTING REQUIREMENTS

END OF SECTION

Appendix F

CLARIFICATIONS TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE GROUNDWATER WELL INSTALLATION PROJECT

AND

(UPDATED) MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Appendix provides for refinements and clarifications to the Initial Study/Mitigated Negative Declaration (MND) as a result of comments received in response to the draft MND during the public review period of May 23, 2022, through June 20, 2022, and/or new information that clarifies, amplifies, or makes insignificant modifications to the draft MND. The draft MND was also reviewed for any additional errata updates. This information, below, is presented as a clarification, update, and addition to the draft MND, and replaces the specified references in the draft MND as noted herein.

The changes described in this Appendix do not result in “substantial revisions” as contemplated by CEQA Guidelines Section 15073.5. No new, avoidable significant effect is identified, and no mitigation measures or project revisions were added after circulation in order to reduce the effect to insignificance. Likewise, the clarifications do not reflect any proposed mitigation measures or project revisions that will not reduce potential effects to less than significance and new measures or revisions must be required.

In this regard, CEQA Guidelines Section 15073.5(c) does not require recirculation of the draft MND as i) the refinements merely clarify, amplify, or make insignificant modifications to the negative declaration; ii) refinements to mitigation measures are either equally or more effective as contemplated by CEQA Guidelines Section 15074.1; iii) to the extent that the refinements to the mitigation result in revisions to the Project, such project revisions do not create new, avoidable, significant effects; and iv) the measures or conditions of Project approval added after circulation of the draft MND are not required by CEQA, and do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.

In sum, the text changes provided below do not change any of the conclusions presented in the MND in a manner that would require recirculation of the MND. Additionally, the clarified MND does not identify any significant effect on the environment which cannot be mitigated or avoided. Therefore, a MND remains appropriate for this Project as contemplated by CEQA.

Clarifications and refinements to the draft MND contained in this Appendix are noted as either additions with a underline, or deletions with a ~~strike through~~.

REFINEMENTS AND CLARIFICATIONS.

a. General update:

Any mitigation measure modified or otherwise updated in Chapter 4 (Mitigation Monitoring and Reporting Program), commencing on page 4-1 of the draft MND, shall

be applicable and deemed updated throughout the entire MND without need for further edits or specific clarification in this Appendix.

b. Page 2-11, Checklist:

The boxes next to “Geology/Soils,” “Hydrology/Water Quality,” and “Utilities/Service Systems” on the checklist should be blank, and are clarified as such. As further detailed in the supporting narrative for each of these items, there are no potential, significant, adverse effects that would be associated with these items, nor is mitigation proposed or needed with regard to those items.

c. Table 4-1 (Mitigation Monitoring and Reporting Program), pages 4-2 through 4-5:

Table 4-1 is updated as set forth in the “(Updated) Mitigation Monitoring And Reporting Program,” found immediately below.

Table 4-1. (Updated) Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources					
Mitigation Measure BIO-1: Swainson's hawk					
<p>Project construction could result in direct permanent impacts to suitable nesting habitat for Swainson's hawks. To ensure that there are no impacts to protected Swainson's hawk are reduced, the following measures are recommended required:</p> <ul style="list-style-type: none"> If Project construction is anticipated to commence during the Swainson's hawk nesting season, approximately March 1 through September 15, a qualified biologist shall conduct a <u>two</u> preconstruction surveys within 0.25 mile of the Project footprint in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000). A third preconstruction survey is required if the <u>qualified biologist determines that there is a significant probability of potential nesting given the timing of the first two preconstruction surveys and the proposed third preconstruction survey.</u> If no active Swainson's hawk nests are found within 0.25 mile of the Project, no avoidance or other mitigation measures are recommended required. If an active Swainson's Hawk nest is found within 0.25 mile of the Project footprint, an avoidance and minimization plan shall be prepared in consultation with the City and CDFW. The avoidance and minimization plan will be implemented only upon City and CDFW approval. The plan shall include, but is not limited to, worker awareness training, avoidance radius around the active nest, and nest monitoring during construction. Swainson's hawk surveys are not necessary if Project construction commences during September 15 through February 28. 	Prior to construction activities	Once	City of Yuba City		
Mitigation Measure BIO-2a: Pre-construction surveys					
During the nesting season (approximately February 1 to August 31) conduct pre-construction nesting bird surveys of suitable habitats in the Project area within 44 <u>three (3)</u> days prior to the commencement of Project construction. The survey area shall include the Project footprint and 300-foot radius for raptors and a 100-foot radius for other birds protected under the MBTA.	During construction activities	Daily, during construction activities	City of Yuba City		
Mitigation Measure BIO-2b: Nesting bird buffers					

<p>If active nests are found, a no-disturbance buffer should be established around the nest. The buffer distance should be established by a qualified biologist in consultation with the City and CDFW. The buffer should be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures would be necessary. Pre-construction nesting surveys would not be required for construction activity that begins outside the nesting season (September 1 to January 31).</p>	<p>Within 30 days prior to the start of work performed from February 1 to September 15</p>	<p>Once</p>	<p>City of Yuba City</p>		
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Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Mitigation Measure BIO-3: Burrowing Owls					
<p>Project construction could result in direct permanent impacts to suitable nesting habitat for burrowing owls. To ensure that there are no impacts to protected burrowing owls are reduced, the following is recommended required:</p> <ul style="list-style-type: none"> Prior to Project construction, a qualified biologist shall conduct a burrowing owl habitat assessment according to the Staff Report on Burrowing Owl Mitigation (Staff Report) (CDFG 2012). If potential burrowing owl nesting habitat is present within 656 feet (200 meters) of the Project footprint, nesting or wintering season surveys for burrowing owl shall be conducted according to the Staff Report (CDFG 2012) consistent with the California Department of Fish and Wildlife (CDFW) 2012 Staff report on Burrowing Owl Mitigation dated March 7, 2012 (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline=true.) If an active, occupied burrow is discovered within 656 feet of the Project footprint, the City and CDFW shall be notified. An avoidance radius shall be established and fenced around the occupied burrow, in consultation with the City and CDFW and consistent with the 2012 Staff report on Burrowing Owl Mitigation dated March 7, 2012. (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline=true.) If avoidance of the occupied burrow is not feasible, a passive relocation plan shall be prepared in consultation with the City and CDFW. The passive relocation plan will be implemented only upon City and CDFW approval consistent with the CDFW Staff report on Burrowing Owl Mitigation dated October 17, 1995. (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83844&inline=true.) 	Prior to construction activities	Once	City of Yuba City		
Cultural Resources					
Mitigation Measure CUL-1: Cultural Resources					

<p>If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 50-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for pre-contact and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:</p> <ul style="list-style-type: none"> • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. • If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the Bureau of Reclamation, the City of Yuba City, and applicable landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. 	In the event cultural resources or human remains are uncovered	During ground-disturbing activities	City of Yuba City		
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Groundwater Well Installation

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to their satisfaction.					
Mitigation Measure CUL-2: Human Remains					
If the find includes human remains, or remains that are potentially human, he or she <u>the archaeologist</u> shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sutter County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies <u>agency</u> , through consultation as appropriate, determines <u>that the treatment measures have been completed to their</u> satisfaction.	In the event cultural resources or human remains are uncovered	During ground disturbing activities	City of Yuba City		
Mitigation Measure TCR-1: Construction Field Visit					
A minimum of seven calendar days prior to the start of construction, the project proponent shall send a written notice to the United Auburn Indian Community to provide the option for a tribal representative to visit the project location to observe any soil piles or other disturbed areas within the first five days of ground-breaking activity, at its own expense and discretion. Construction activity may be ongoing during this time. Should the tribe choose not to perform a field visit within the first five days, construction activities may continue as scheduled, as long as the notification was made and documented.	During the first 5 days of construction	Once	City of Yuba City		

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Mitigation Measure TCR-2: Worker Awareness Training					
The City shall ensure that a Worker Awareness Training Program is developed and delivered to train equipment operators about tribal cultural resources. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker training will be provided in person on the first day of scheduled construction and all equipment operators will be provided a copy of a brochure provided by the United Auburn Indian Community (UAIC). The UAIC shall be afforded the option of attending the initial training in person to communicate the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form and training brochure shall be provided to the City as proof of compliance.	At the start of construction	Once	City of Yuba City		
Mitigation Measure TCR-3: Unanticipated Discovery Procedures					
If potentially significant Tribal Cultural Resources (TCRs) are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. A Native American representative from traditionally and culturally affiliated Native American Tribes that requested consultation on the project shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City.	In the event Tribal Cultural Resources are uncovered	During ground-disturbing activities	City of Yuba City		