



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

August 9, 2022

SUBJECT: Bear River Setback Levee Project (BRSLP) Update

PREPARED BY: Dane H. Schilling, City Engineer

Recommendation

Receive updates from the City Engineer and Reclamation District 817 District Engineer Tom Engler on the status of material hauling operations associated with the Bear River Setback Levee Project (BRSLP, Project). No particular action is recommended by staff at this time.

Background/Discussion

In July 2013 California Department of Water Resources (CA DWR), completed a Pre-Feasibility Study for the levees protecting Wheatland. This pre-feasibility study identified a critical erosion site along the north bank of the Bear River in Reclamation District No. 817 (RD 817). Subsequently, in February 2020, the City of Wheatland in coordination with RD 817 and RD 2103, completed a flood risk study through the CA DWR Small Communities Flood Risk Reduction (SCFRR) Program. The completed study detailed project recommendations which provide a flood risk reduction benefit to the City of Wheatland. Included in these recommendations is the RD 817 Bear River Setback Levee Project (BRSL Project) which reduces flood risk due to erosion and seepage through the levee embankment by constructing a setback levee adjacent to the previously identified erosion site. Once completed, the project will reduce the risk of levee breach along a 2,700 linear foot segment of the Bear River North Levee providing a benefit to of the City of Wheatland and seeks to increase the level of protection by improving levee performance. This project is an important step to eventual FEMA certification of the levees protecting the Wheatland basin.

The Project site is located along the north bank of the Bear River, approximately two miles southwest of the City of Wheatland. The Project extends between Brewer Road and Pleasant Grove Road and improves approximately 2.1 miles of levee. The Bear River through this reach is a part of the Sacramento River Flood Control Project (SRFCP).

The BRSLP includes approximately 2,700 LF of new levee embankment to replace the existing Bear River North Levee from River Mile (RM) 8.6 to RM 9.0 to reduce the risk of levee breach due to erosion. This segment of the Bear River North Levee is operated and maintained by RD 817. The Project also includes degrading the existing Bear River North Levee between the tie-in locations. Degraded levee material will be used to construct a buttress along the landside of the existing Bear River North Levee, starting near the western BRSL tie-in location and extending

westerly to Pleasant Grove Road (also referred to as Forty Mile Road). The levee buttress will provide a benefit to overall levee stability by adding weight and flattening the landside levee slope.

A borrow site for the levee project is located just north of the end of C Street. District 817 has submitted an application to Union Pacific Railroad (UPRR) to utilize a private crossing which can access the borrow site from HWY 65. The crossing application is currently under review by UPRR and has taken longer than anticipated. RD 817 has not yet received approval from UPRR and limited information has been provided regarding approval status. If RD 817 were to wait to receive UPRR approval, project completion will be delayed. The project is currently scheduled to be complete in late-October 2022, prior to the flood season. In addition, RD 817 will likely incur additional construction costs associated with the delay. The project costs are shared between CA DWR (85%) and RD 817 (15%) and funding to construct the project will expire in late 2022. Extended construction delays related to waiting for UPRR approval may impact funding availability.

As an alternative, RD 817 has approached the City of Wheatland with a proposal for a temporary measure to access the borrow site until UPRR approval is provided for the preferred route. The alternative route includes the use of C Street and Main Street to access the borrow site. Upon UPRR approval, RD 817 will be able to greatly reduce or altogether cease use of the haul route along C and Main Street and utilize the original haul route as intended. Hauling associated with the first phase of construction is approximately 60% complete and is expected to be complete by August 15th (on-schedule).

On July 12, 2022, the City Council considered a request from RD 817 for an encroachment permit for the first phase of hauling excavated materials over C Street and Main Street. Due to the importance of completing the flood mitigation project and the potential risk of District 817 losing funding for the Project, by majority vote the City Council directed staff to issue an encroachment permit with special conditions to help mitigate impacts. A copy of the encroachment permit is included (Attachment 1).

Based on the City Council's direction to avoid conflicts with school schedules and associated traffic, staff issued the current permit with an expiration of Tuesday August 16th. The first day of high school is Wednesday August 10th and the first day of elementary and middle schools is Wednesday August 17th. Although the permit overlaps with the first four days of high school the current route via Oakley Lane, Highway 65, Main Street and C Street does not directly impact high school traffic. If the Council finds this overlap undesirable, the Council may modify or rescind the current permit at any time.

On Thursday July 28th, City staff met with representatives from RD 817 and their contractor to walk C Street and Main Street to review the impacts after the first week of hauling and make adjustments. The following additional requirements were added at that time:

- Remove and replace the rock rip-rap BMP at the exit to the borrow site.
- Add a second full-time street sweeper (one on each side of the highway).
- Add sediment traps/filters on storm drain inlets.
- Wash down traffic lanes end of each week of operation and vacuum up wash water.
- Broom clean sidewalks weekly at the corner of C Street and Main Street.

At the conclusion of hauling activities, City staff will assess the city's streets for damage by comparing pre-construction photos and videos with after conditions and assigning costs to repair damage. Costs to repair damage to city streets will be charged to RD 817.

Staff is aware of the community conversation occurring as a result of the large number of truck trips and continues to monitor and share suggestions with RD 817 on a daily basis. As stated previously, the current permit expires on Tuesday, August 16. At that time the project will be 60% complete. A thorough street and sidewalk cleaning will be performed at that time. A break in the project of approximately six weeks will then occur. During that time District 817 will continue their effort to obtain their permit from the UPRR for the preferred haul route.

The second phase of hauling is expected to occur in late September or early October and involve approximately 14-days of hauling. A subsequent encroachment permit request (including proposed trucking routes and other details) is being prepared by RD 817's contractor and should be submitted to the City for consideration in the next several weeks. Council will then consider whether to direct staff to issue a new encroachment permit. Staff could be directed to develop an emergency ordinance designating truck routes prior to this time. Keep in mind, a truck route ordinance that prohibits the use of C Street may, under the current scenario, jeopardize completion of the Project.

RD 817 District Engineer Tom Engler will be available at the Council meeting to review the flood control benefit of the levee project and present the most up to date information and answer questions you may have regarding the hauling operation.

Alternatives

The following alternative actions may also be considered by your City Council:

1. Modify the conditions or duration of the current encroachment permit.
2. Rescind the current encroachment permit.
3. Direct staff to enact an emergency ordinance establishing truck routes in the City prior to the second phase of hauling.

Fiscal Impact

The current encroachment permit (first phase) requires repair of any damage that may occur to city streets and reimbursement to the city for any costs incurred by the City. The value of damage caused by the hauling operation can be determined after hauling operations have ceased. The initial permit fee for processing and staff time was \$1,500.

Attachments

1. Encroachment Permit – Odin Construction



CITY OF WHEATLAND

ENCROACHMENT PERMIT SPECIAL CONDITIONS

July 14, 2022

SUBJECT: Encroachment Permit Conditions for Reclamation District 817
Bear River Setback Levee Project Haul Route

PREPARED BY: Dane H. Schilling, City Engineer

BACKGROUND:

Reclamation District 817 (RD 817) has approached the City of Wheatland with a proposal for a temporary measure to access the borrow site for the Bear River Setback Levee Project (Project), while a permit is obtained by UPRR for the preferred route. The alternative route includes the use of C Street and Main Street to access the borrow site. Upon UPRR approval, RD 817 will cease use of the haul route along C and Main Street and utilize the original haul route as intended.

Valid Dates: July 13, 2022 through August 16, 2022
Revocable upon RD817 receipt of UPRR permit

Permitted Times: Semi-truck traffic allowed
6:00am and 4pm
Monday through Saturday excluding holidays

Special Conditions:

1. The approved route includes Highway 65, Main Street and C Street only. Construction traffic shall not be allowed on any other city streets.
2. Permittee shall submit a traffic control plan (TCP) for city review and approval.
3. All construction traffic controls including signage will be provided, placed and maintained at all times by the Permittee.
4. Maximum number of truck trips per day is 200 and no more than 22 per hour.
5. Trucks will be held and released by flaggers at the borrow and construction sites to prevent and/or reduce congestion on city streets and Highway 65.
6. No queueing of trucks is allowed within the city.
7. No parking of trucks is allowed on within the city.

8. Permittee shall post on type 2 barricades construction speed limit of 15MPH max for trucks (W13-1P 15MPH) plus additional placards and FINES DOUBLE (R2-6aP) similar to the following as approved by the City Engineer:

TRUCKS
15 MPH MAX
FINES DOUBLE

9. City will strictly enforce maximum construction speed limits, queuing and parking restrictions for construction trucks.
10. Trucking operators will be individually advised of the trucking restrictions contained in this permit.
11. Parking will be restricted along the frontage of Nichols Park on C Street.
12. Parking may be restricted on the corners of city streets, only as-needed and in consultation with the City Engineer, to accommodate safe truck turn movements.
13. Permittee will notify city and affected residents along the route at least 72-hrs in advance of the impending truck traffic and any street parking restrictions needed for safe truck turning movements.
14. Permittee will be responsible for any damage to City streets or facilities.
15. Permittee and City will coordinate on pre- and post-construction pavement condition photos and videos of city streets.
16. Permittee will coordinate with City on public information content disseminated by the City (notices, flyers, social media, web content).
17. Permittee will also provide written notice of potential traffic impacts/disruptions to Yuba-Sutter Transit, and Recology (municipal waste hauler).
18. City will review Permittee's Storm Water Pollution Prevention Plan (SWPPP) for the project as it pertains to encroachments on City streets. Modifications to satisfy the City, if any, will be made prior to issuance of the EP.
19. Permittee will monitor for and remediate nuisance dust and dirt track-out on City streets. Permittee will respond to dust or track-out complaints within 2-hrs of notification by the City.
20. Permittee will monitor for and immediately remove all dirt, dust or any debris generated by Permittee's operations along the route within the city.
21. Permittee will reimburse any costs incurred by the City as a result of Permittee's operations (in addition to the EP application fee) including city staff time and Police services.

<end>



CITY OF WHEATLAND

111 C Street, Wheatland, CA 95692

Phone: 530-633-2761 Fax: 530-633-9102

RECEIVED
JUL 07 2022
CITY OF
WHEATLAND

ENCROACHMENT PERMIT

A.P.N #: _____ Permit No.: _____ Date: _____

Applicants Name: Odin Construction Solutions, LLC

Applicants Address: 4740 Rocklin Road

City, State, Zip Code: Rocklin, CA, 95667 Phone #: 916-251-5500

Property Owner: _____

Property Address: _____

Application is hereby made:

1. To excavate in: Street Sidewalk Curb Gutter Other Haul Route Through City

2. To Install: Driveway Sidewalk Curb & Gutter Other Haul Route Through City

Estimated date of Encroachment: 7/11/2022 Completion Date: 9/1/2022

Work to be performed by: Odin Construction Solutions, LLC

State Contractor's License No.: 1087001

City Business License: N/A

General Liability Bond (\$100,000/300,000) Bond Co.: Fidelity and Deposit Company of Maryland Exp Date: 02/24/2023

Date Performance Bond (100% est. contract amount): 02/24/2022 Date posted: _____

Inspection & Permit Fee amount: _____ Date paid: _____

**** ATTACH SITE PLANS & DESCRIPTION OF WORK WITH PERMIT ****

I, as applicant, have read and understand the encroachment regulations on the back of this form, and agree to abide by the requirements of the regulations.

Signature of Applicant: [Signature] Date: 07/06/2022

Applicant Title: Project Manager Approved By: _____

Director of Public Works

Organization: _____ Date: _____

CITY INSPECTION SCHEDULE

CONCRETE

1. Excavation & forms before pour
2. Clean up & final approval

PIPE & UTILITIES

1. Excavation bedding & pipe
2. Backfill & compaction tests
3. Cleanup & final approval

PAVING

1. Inspection of subbase
2. Inspection of baserock
3. Inspection of paving
4. Cleanup & final approval



CITY OF WHEATLAND

111 C Street, Wheatland, CA 95692

Phone: 530-633-2761 Fax: 530-633-9102

ENCROACHMENT PERMIT REGULATIONS

1. All work shall be performed between the hours of 7:00am and 6:30pm Monday through Friday unless approved otherwise by the Director of Public Works.
2. Applicant is required to keep the encroachment permit on the jobsite at all times during the course of the work.
3. Applicant to notify Underground Service Alert (USA) (800-642-2444) minimum 48 hours prior to the start of any work.
4. Applicant to notify the Police, Fire and Public Works Department minimum 48 hours prior to the start of any work blocking street access or any work requiring traffic control. Applicant to provide property owners minimum 48 hour notice of any work adjacent to their property and shall maintain convenient access to the owner's property at all times.
5. Applicant shall accept sole responsibility and liability for public, property owners and workmen's safety and convenience within the sphere of influence of the work site. Applicant shall provide all necessary flagman, lights, barricades and safety devices to route traffic safely around the work site.
6. All work performed within the City right-of-way shall conform to the City of Wheatland's Public Works Construction Standards and any special provisions required by the Director of Public Works at the time of the permit application. All excavations shall be back-filled at the end of each workday and temporary pavement placed level with the existing pavement unless approved otherwise by the Director of Public Works. The streets shall be kept free of dust and debris during the course of the work and left in a dean condition at the end of each work day.
7. All work performed within the City right-of-way is to be inspected by the Public Works Department unless approved otherwise by the Director of Public Works. Applicant is required to provide the City minimum 48 hours notice to schedule inspections in accordance with the inspection schedule printed below the applicant's signature on the front side of this permit.

Bond No 9397602
Premium: \$39,072 00
subject to adjustments based on final contract price

Reclamation District No. 817
Wheatland

Bear River Setback Levee Project (RM 8.6 to RM 9.0)
Sutter County

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Reclamation District No. 817 (hereinafter referred to as "District") has entered into a contract with Odin Construction Solutions, LLC (hereinafter referred to as "Principal") for construction of the RD 817 – BEAR RIVER SETBACK LEVEE PROJECT; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the District in the penal sum of Four Million Nine Hundred Ninety-Two Thousand Six Hundred Twenty-Two and no/100 dollars (\$ 4,992,622.00) lawful money of the United States, being a sum equal to the total amount payable under the contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said contract, the above obligations to the amount of Four Million Nine Hundred Ninety-Two Thousand Six Hundred Twenty-Two and no/100 dollars (\$ 4,992,622.00) being not less than ten percent (10%) of the total amount payable under the contract, shall hold good for a period of ninety (90) days after the completion and acceptance of said work, during which time if the above bounded Principal shall fail to make full, complete and satisfactory repair and replacement or totally protect the District from loss or damage made evident during said period of ninety (90) days from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of Four Million Nine Hundred Ninety-Two Thousand Six Hundred Twenty-Two and no/100 dollars (\$ 4,992,622.00) shall remain in full force and virtue; otherwise the above obligation shall be void.

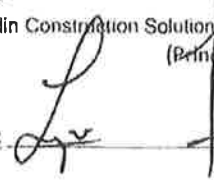
And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

In the event that the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum herein above specified, we agree to pay to the District or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 24th day of February, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

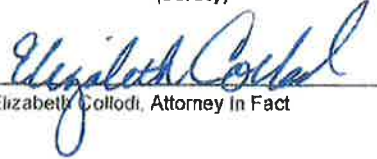
Note:

To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

Odin Construction Solutions LLC
(Principal)
By: 

By: _____

Fidelity and Deposit Company of Maryland
(Surety)

By: 
Elizabeth Colodi, Attorney In Fact

By: _____

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 Butte)

On February 24, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Sara Walliser* (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Renee Ramsey, John Hopkins, John J. Weber, Joseph H. Weber, Marissa Robinson, Matthew Foster, Mary Collins, Sara Walliser, Jessica Monlux, Elizabeth Collodi, K. Corey Ward, Deanna Quintero, Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna and Pam Sey**, of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 13th day of July 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**Reclamation District No. 817
Wheatland**

**Bear River Setback Levee Project (RM 8.6 to RM 9.0)
Sutter County**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Reclamation District No. 817 (hereinafter referred to as "District") and Odin Construction Solutions, LLC (hereinafter referred to as "Principal") have entered into a contract for the construction of the RD 817 – BEAR RIVER SETBACK LEVEE PROJECT; and

WHEREAS, under the terms of said contract Principal is required to furnish a bond securing payment of the claims to which reference is made in section 3248 of the Civil Code;

NOW, THEREFORE, we, the Principal, and Fidelity and Deposit Company of Maryland

as Surety, are held and firmly bound unto the District in the penal sum of Four Million Nine Hundred Ninety-Two Thousand Six Hundred Twenty-Two and no/100

dollars (\$4,992,622.00) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal or its subcontractors pursuant to section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety will pay for the same, in an amount not exceeding the amount hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

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

This bond is given to comply with sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including section 3225 of the Civil Code.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 24th day of February, 2022, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note:

To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

Odin Construction Solutions, LLC
(Principal)

By:  _____

By: _____

Fidelity and Deposit Company of Maryland
(Surety)

By:  _____
Elizabeth Colodi, Attorney In Fact

By: _____

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 Butte)

On February 24, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Rence Ramsey, John Hopkins, John J. Weber, Joseph H. Weber, Marissa Robinson, Matthew Foster, Mary Collins, Sara Walliser, Jessica Monlux, Elizabeth Collodi, K. Corey Ward, Deanna Quintero, Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna and Pam Sey**, of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*

Secretary

State of Maryland
County of Baltimore

On this 13th day of July 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**BEAR RIVER SETBACK LEVEE PROJECT
RECLAMATION DISTRICT NO. 817**

ALTERNATE TRAFFIC CONTROL PLAN

PREPARED FOR



WOOD RODGERS, INC.

PREPARED BY



**4740 ROCKLIN ROAD
ROCKLIN, CA 95667**

5 JULY 22

TABLE OF CONTENTS

TITLE	PAGE
TABLE OF CONTENTS	ii
1.0 PROJECT INFORMATION.....	3
2.0 BORROW LOCATION.....	3
3.0 OPERATIONS	3
4.0 PLAN MODIFICATIONS.....	4



1.0 PROJECT INFORMATION

Odin Construction Solutions, LLC. (OCS) will be utilizing a supplied borrow source for the construction of the Bear Levee Setback under contract no. 0817-01-22-1 for Reclamation District No. 817. The Bear River Setback Levee Project is located in Sutter County in California along the Bear River North Levee beginning at approximately River Mile 6.9 to 9.0. Construction of the Levee setback will require approximately 100,000 cubic yards of material.

2.0 BORROW LOCATION

The borrow for the project is located within Yuba County, at 1971 Highway 65, Wheatland CA. The borrow entrance is at the end of C street and traffic will go through C street to Main Street back to HWY 65.

3.0 OPERATIONS

OCS will excavate and load 65,000 CY into on road trucks (Double Bottom Dumps) for transportation to the project site from the Wheatland Borrow. OCS anticipates up to 200 loads per day during hauling operations. Prior to hauling operations OCS will hold a pre job meeting with the trucking company, crew, and required agency representatives to review haul routes, traffic control, SWPPP requirements, and Health and Safety requirements.

Daily safety meeting will also be held prior to the start of operations to reiterate the requirements of railroad flagger, traffic route, controls, and review any observations from the previous days operation.

3.1 Working Hours

Borrow operations will be 8:00 AM to 4:00 PM Monday thru Saturday.

3.2 Truck Staging

OCS plans on using 20 trucks during the hauling operations with a maximum truck count of 30. Trucks will have staggered starts, with the first set of ten trucks to begin staging within the borrow. The first truck will not leave the borrow until 8:00 AM. At no time will trucks be allowed to stage outside of the borrow within the City right of way. OCS plans on loading the last truck for the day at 3:45 PM.

3.3 City Streets

Trucks will be held and released by flaggers at the borrow site and construction site to prevent trucks from "bunching" on city streets and the highway. OCS will be queuing within the borrow site or at the project site, not stacking trucks up on the City Street waiting to access the site.

Construction speed limit of 15MPH max for trucks (W13-1P 15MPH plus "TRUCKS" placard or similar) will be posted on type 2 barricades. Shown on Figures

OCS will be responsible for any damage to City Street directly related to hauling operations. Pre and post pictures and video will be taken of the haul routes.



OCS will notify the city 72 hours before hauling operations and will monitor for and remediate nuisance dust or dirt track-out on City streets. OCS will respond to dust or track-out complaints within 2-hrs of notification by the City.

3.4 Traffic Controls \ Improvements

See attached Figures showing traffic controls and signage proposed in accordance with CA MUTCD. All signage will be deployed prior to hauling operations and removed at the end of the day.

OCS will install a construction entrance to minimize any track out onto the public roadway. In addition, roadway sweeping will be performed as needed during non-peak traffic hours.

3.5 Traffic Controls Figures

Appendix A includes the following figures:

Figure 1 : Overall one way haul route from the Wheatland Borrow to the Bear River Setback Levee Project.

Figure 2: The Corner of C street and Main Street

Figure 3: Borrow entrance and exit traffic control signage details.

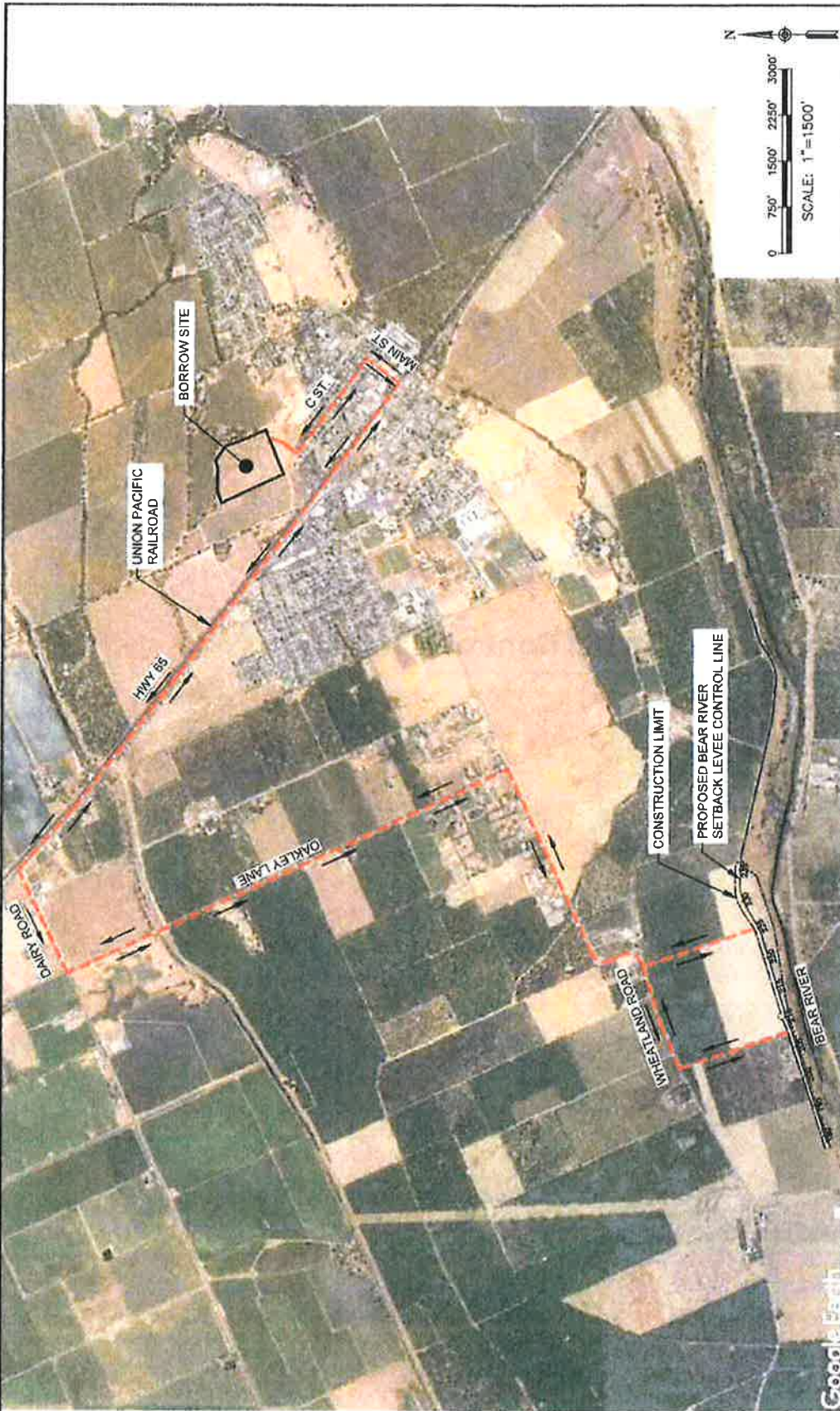
Figure 4: HWY 65 to Dairy and Oakley Road traffic control signage details.

Figure 5: Project site entrance and exit traffic control signage details.

4.0 PLAN MODIFICATIONS

OCS understands that the Traffic Control Plan will be dynamic, and modifications based on observations made during operations may be required to mitigate any concerns and ensure a safe operation. Any plan modifications will require for another pre job meeting to review all changes.

Appendix A
Traffic Control Figures



 Odin Construction Solutions 4740 Roadside Road Rocklin, CA 95677 Direct: 916.251.8200 Fax: 916.251.8588	DRAWN BY: MJB	CHECKED BY: CBD	DATE: 06/30/2022
	RD817 BEAR RIVER SETBACK LEVEE PROJECT HAUL ROUTE PLAN WHEATLAND, YUBA COUNTY, CA		

FIGURE
1



DRAWN BY:
 MJB
 CHECKED BY:
 CBD
 DATE:
 06/30/2022



Odin Construction Solutions
 4740 Boulder Road
 Reddin, CA 95971
 Direct: 531.6251.5500
 Fax: 531.6251.5889

RD817 BEAR RIVER SETBACK LEVEE
 BORROW ENTRANCE / EXIT TRAFFIC CONTROL PLAN
 WHEATLAND, YUBA COUNTY, CA

FIGURE
 2



RD817 BEAR RIVER SETBACK LEVEE
BORROW ENTRANCE / EXIT TRAFFIC CONTROL PLAN
 WHEATLAND, YUBA COUNTY, CA

FIGURE
3

DRAWN BY:
 NJB
 CHECKED BY:
 CBD
 DATE:
 06/30/2022

Odin Construction Solutions
 4740 South Bay
 Redding, CA 96007
 Phone: 916.251.5200
 Fax: 916.251.2589



<p>DATE: 06/30/2022</p> <p>CHECKED BY: CBD</p> <p>DRAWN BY: YUB</p>	<p>RD817 BEAR RIVER SETBACK LEVEE</p> <p>BORROW ENTRANCE / EXIT TRAFFIC CONTROL PLAN</p> <p>WHEATLAND, YUBA COUNTY, CA</p>	<p>FIGURE</p> <p>4</p>
	<p>Odin Construction Solutions</p> <p>4740 Reelin Road Roodin, CA 95977</p> <p>Circle: 916.351.9320 Fax: 916.351.9599</p>	



FIGURE 5

RD817 BEAR RIVER SETBACK LEVEE
 PROJECT SITE ENTRANCE / EXIT TRAFFIC CONTROL PLAN
 WHEATLAND, YUBA COUNTY, CA

DRAWN BY:	MJB
CHECKED BY:	CBD
DATE:	06/30/2022

Odin Construction Solutions

4740 Rocklin Road
 Rocklin, CA 95677

Direct: 916.251.5600
 Fax: 916.251.5599

ODIN CONSTRUCTION SOLUTIONS, INC.

Remittance Advice

Check: 20980
 Date: 07/06/22
 Amount: 1,500.00

Paid by: Odin Construction Solutions
 Paid to: City of Wheatland

Our Account #:
 Vendor Code:

CITWHE01

Inv. Date	Invoice No.	Job Number	Inv. Amount	Discount	Amount Paid	Retention	Remarks
07/06/22	07062022	22004	1,500.00	0.00	1,500.00	0.00	RD 817- Encroachment Permit Ap
Check Totals			1,500.00	0.00	1,500.00	0.00	

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.



Odin Construction Solutions

4740 ROCKLIN RD - ROCKLIN, CA 95677
 (916) 251-5500

FIVE STAR BANK
 2240 Douglas Blvd, Suite 100
 Roseville, CA 95661
 (916) 626-5000

90-4303/1211
 01

DATE

07/06/22

CHECK NO.

020980

20980

PAY **ONE THOUSAND FIVE HUNDRED AND XX / 100 DOLLARS

\$ **1,500.00

PAY TO THE ORDER OF

City of Wheatland
 Wheatland City Hall
 111 C Street
 Wheatland, CA 95692



[Handwritten Signature]

Details on Back. Security Features Included

⑈020980⑈ ⑆121143037⑆ 001510347⑈