

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2  
(ID # 11860)

**MEETING DATE:**  
Tuesday, February 25, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Accept Low Bid and Award the Contract for the Leach Canyon Dam, Stage 90 Spillway Restoration, Project No. 3-0-00105-90, District 1. [\$750,683 - District Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Waive any minor bid irregularities and accept the low bid submitted by the firm of KEC Engineering for \$728,819 for the construction of the above-referenced project;
2. Award the contract to KEC Engineering and authorize the Chairwoman of the Board of Supervisors of the District to execute the Construction Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return three (3) copies of the executed Leach Canyon Dam, Stage 90 Spillway Restoration contract documents to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 1/30/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** February 25, 2020  
**xc:** Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$750,683	\$0	\$750,683	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
25130 947440 548200 Zone 3 Infrastructure (97%)				
25130 947440 523220 Zone 3 License & Permits (3%)				
			<b>For Fiscal Year: 19/20</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On November 19, 2019 (Agenda Item 11.2, MT#11281), the Board of Supervisors for the District authorized the Clerk of the Board to advertise for construction contract bids for the Leach Canyon Dam, Stage 90 Spillway Restoration project.

The District opened bids for Leach Canyon Dam, Stage 90 Spillway Restoration on December 19, 2019. Eight contractors submitted a bid in response to this call for bids. The lowest responsible bid was received from KEC Engineering for the sum of \$728,819. The bid documents have been reviewed by County Counsel and District staff. KEC Engineering failed to fill out the line with the Employee Identification Number (E.I.N.) of the company on Page XVIa of the Proposal, however, it was determined that the bid is valid and binding, and that the omission did not create an unfair advantage or directly affect the price of their bid. The bid was otherwise found to be responsive, and District staff recommends that the Board waive any minor irregularities found in the Contractor's bid.

On December 31, 2019, a Notice of Intent to Award the contract to Contractor was emailed to all eight bidders. Pursuant to Article 3, Section 3.3 of the Instructions to Bidders, bidders are provided five (5) days to submit any protest of the intent to award. No protests were received by the deadline.

The Contractor has executed the construction contract and provided the bonds and insurance documents which meet the requirements of the contract.

The Fiscal Data listed includes this bid amount plus the required Western Riverside County Multiple Species Habitat Conservation Plan mitigation payment (see Additional Fiscal Information section below).

The Leach Canyon Dam, Stage 90 Spillway Restoration project is a District-led project to restore and enhance the resiliency of the spillway of the Dam. The project is located at the end of Amorose Street in unincorporated Riverside County. The spillway restoration project includes

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

the construction of two cutoff walls, grouted rock areas, a 3-foot tall grouted rock weir, and grading.

County Counsel has reviewed the construction contract with exhibits and approved as to form.

**CEQA Compliance**

On November 19, 2019 (Agenda Item 11.2, MT#11281), the Board of Supervisors for the District found that the construction of the Leach Canyon Dam, Stage 90 Spillway Restoration project will not have a significant adverse effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 and Section 15269(a), (b), and (c) of the State CEQA Guidelines. In accordance with CEQA, a Notice of Exemption has been prepared by the District and filed by the Clerk of the Board upon approval of the project.

**Prev. Agn. Ref.:** MT#11281 11.2 of 11/19/19 Advertise

**Impact on Residents and Businesses**

This project will repair and restore the existing spillway drainage infrastructure to continue to protect the neighborhood from flooding problems. This project is funded by ad valorem property tax revenue and entails no new fees, taxes, or bonded indebtedness.

**Additional Fiscal Information**

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the Financial Data listed is comprised of the bid amount of \$728,819 for Contractor, plus up to \$21,864 (3% of bid) for MSHCP mitigation, for a total of \$750,683 (bid plus 3% amount). The MSHCP Implementing Agreement requires the District to make a payment to the Western Riverside County Regional Conservation Authority for up to 3% of the total capital costs (bid amount described above) as required mitigation for the construction of flood control facilities. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP.

**Contract History and Price Reasonableness**

Pursuant to Public Contract Code 21091, invitation of sealed bids was solicited by advertising in print and digital media. The Contractor's bid was reasonable and is approximately 0.38% below the project engineer's estimate. The District anticipates that some recovery of costs may be available through FEMA Public Assistance grant funds that were made available pursuant to the Presidential Disaster Declaration for the storms of February 13 through 15, 2019. District staff has designed the contract to be compliant with federal regulations and will be pursuing reimbursement to the extent possible. Sufficient funds are available within District reserves to cover the cost of this contract, so this award is not intended to be contingent upon federal reimbursement.

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**ATTACHMENTS:**

1. Bid Summary/Abstract
2. Project Location Map
3. Contract Documents (Sheets XXV through XXXVII) and Certificate of Liability Insurance  
- 4 copies



Jason Farin, Senior Management Analyst

2/19/2020



Gregory V. Priamos, Director County Counsel

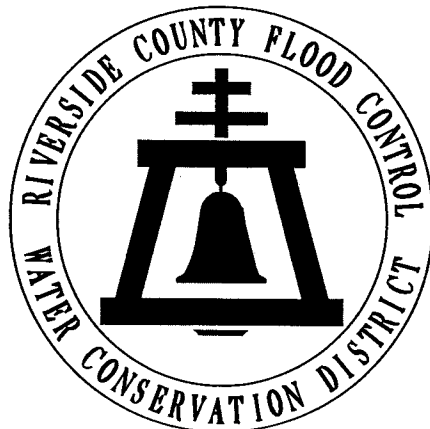
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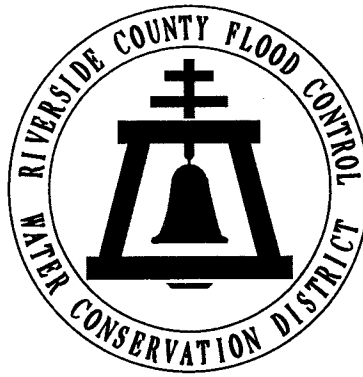
SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of

**LEACH CANYON DAM  
STAGE 90  
SPILLWAY RESTORATION**

**PROJECT 3-0-00105**

RIVERSIDE COUNTY, CALIFORNIA






SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
LEACH CANYON DAM  
STAGE 90  
SPILLWAY RESTORATION

PROJECT 3-0-00105

These specifications and contract documents have been prepared under the direction of the following Registered Civil Engineers:

Recommended By:



Design Engineer

11/4/2019

Date



Approved By:



General Manager - Chief Engineer

11/4/2019

Date



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## NOTICE INVITING BIDS TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

**Leach Canyon Dam, Stage 90 Spillway Restoration  
Project No. 3-0-00105-90  
located in Riverside County, California**

On or after **November 19, 2019**, Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a bid security in the form of a certified check, cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the District by **2:00 p.m. on Thursday, December 19, 2019** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids. **A mandatory pre-bid site review will be conducted at 14382 Amorose Street, Lake Elsinore, CA 92530 on Tuesday, December 3, 2019, at 10:00 a.m.**

Any questions, requests for information and requests for clarification or interpretation of the Specifications must be submitted in writing to the District attention:

Maricruz Gonzalez

Email: [margonza@rivco.org](mailto:margonza@rivco.org)

OR

Hard Copy: Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: Maricruz Gonzalez

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, December 10, 2019.**

Pursuant to Labor Code Section 1771.1, any Contractor bidding and subcontractors to be listed on a Bid Proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered with the Department of Industrial Relations and qualified to perform public works pursuant to Labor Code Section 1725.5. No Contractor or subcontractor may be awarded a public works project or enter into a Contract without proof of current registration to perform public works.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of

contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime Contractor shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

Contractor shall furnish the records specified in Labor Code Section 1776, including but limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by District shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Contractors submitting proposals for this project shall have an active and in good standing Class "A" Contractor's license from the State of California in order to be considered eligible for the contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

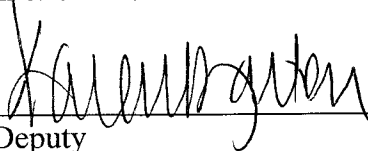
This project is wholly or partially federally funded and subject to certain requirements including Affirmative Action requirements, Executive Order #11246, equal employment opportunity and others. The aforementioned are described in the Special Federal Provisions section of this bid document.

With the submittal of the Bid Proposal, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above. As part of this submittal, Experience Statement shall be completed indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

Dated: November 19, 2019

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

KECIA HARPER  
Clerk of the Board

BY  \_\_\_\_\_  
Deputy

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 GENERAL CONDITIONS

### 1.1 DEFINITIONS

Capitalized terms used on the Contract Documents shall have the meanings assigned to them in the Construction Agreement, Bonds, other Forms, General Provisions, and Specifications and Contract Documents that are included in the Contract Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Contract Documents where such terms are used.

### 1.2 QUANTITIES

The amount of work to be done or materials to be furnished under the contract as noted in the proposal, are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project.

The Contractor is cautioned against unbalancing of his bid by prorating his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in schedule.

### 1.3 AGREEMENT OF FIGURES

If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

### 1.4 "OR EQUAL"

Pursuant to Division 2, Chapter 3, Article 5, commencing at Section 3400 of the Public Contract Code, all specifications shall be deemed to include the words "or equal", provided, however, that permissible exceptions or other requirements shall be specifically noted in the specifications. Any "equal" proposed by the Contractor must be described in the Contractor's Proposal.

### 1.5 INSPECTION OF SITE

Bidders must examine the site and acquaint themselves with all conditions affecting the work.

Information derived from maps, plans or specifications, or from the Chief Engineer or his assistants, will not relieve the successful bidder from properly carrying out all the terms of the written contract.



By the submitting of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal and agrees that if he is awarded the contract, he will make no claim against the District and the County of Riverside, (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) based on ignorance or misunderstanding of the contract provisions.

## **1.6 QUALIFICATIONS OF BIDDERS**

No proposal will be accepted from a Contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the District as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract. The bidder is required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of a proposal.

A bid shall be rejected and a bidder shall be disqualified to bid on a District project if the bidder or any officer, manager, partner or shareholder of the bidder within the eighteen month period prior to the bid date shall have been an officer or employee of the District.

A bid shall be rejected and a bidder shall be disqualified to bid on a District project if the bidder is subject to Debarment or Suspension as defined in Special Federal Provisions Section 1.6. Additionally, the bidder shall verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

## **1.7 CONTRACTOR REGISTRATION**

In accordance with the Labor Code (especially Sections 1725.5 and 1771.1), prior to submitting a proposal to District, all Contractors and Subcontractors must register as a "Public Works Contractor" with the Department of Industrial Relations (DIR) using the online application. Contractor's and Subcontractor's DIR Registration Number must be listed in the appropriate space on Contractor's Proposal form. This project is subject to compliance monitoring and enforcement by the DIR.

## **1.8 BALANCE BID**

The Contractor is cautioned against unbalancing of its Bid by including its overhead and profit into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in the schedule.

## **1.9 ANTI-DISCRIMINATION**

It is the policy of the District that, in connection with all work performed under the Construction Agreement, there be no discrimination against any prospective or active employee engaged in the Work

because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual preference. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the Work.

#### **1.10 MINIMUM AND PREVAILING WAGES**

Minimum wage rates for this project, as predetermined by the Secretary of Labor, are set forth in the General Provisions. If there is a difference between these predetermined minimum wage rates and the prevailing wage rates determined by the State for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1773 of the Labor Code, the General prevailing rates of wages have been determined and these are listed in the State of California Department of Industrial Relations publication General Prevailing Wage Rates, effective on the date of this notice.

#### **1.11 FEDERAL-AID IMPROVEMENT**

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

#### **1.12 LEGAL DISPOSAL SITE INFORMATION**

The Contractor shall provide, within 7 days of Notice of Intent to Award, a completed form listing any and all potential disposal sites for excavated material as a result of any work described in this contract. All listings shall include the full name, address, phone number, and license/permit indicating the site is approved for disposal purposes. A copy of the required form is provided herein.

### 1.13 REQUIRED SUBMITTALS

There are a number of forms and other documents required as submittals by the Bidder during the various stages of the project. The following table provides a checklist of submittals required by the Bidder as requested in the Contract Documents. Bidders shall be made aware that the documents listed in the following table do not guarantee a complete submittal package.

	BID DOCUMENT	SUBMITTAL TIMEFRAME
<input type="checkbox"/>	Contractor's Proposal	with Bid Proposal
<input type="checkbox"/>	List of Subcontractors	with Bid Proposal
<input type="checkbox"/>	Experience Statement (Minimum of 5 References)	with Bid Proposal
<input type="checkbox"/>	Statement of Licensure	with Bid Proposal
<input type="checkbox"/>	Non-Collusion Declaration	with Bid Proposal
<input type="checkbox"/>	Iran Contracting Act Certification	with Bid Proposal
<input type="checkbox"/>	Bid Bond (10% of Contract Price)	with Bid Proposal
<input type="checkbox"/>	Byrd Anti-Lobbying Amendment Certification	with Bid Proposal
<input type="checkbox"/>	Construction Agreement	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Performance Bond (100% of Contract Price)	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Payment Bond (100% of Contract Price)	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Workers' Compensation Contractor Certificate	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Declaration of Sufficiency of Funds	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Legal Disposal Site Information	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Certificates of Insurance	within <b>7 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Construction Schedule	within <b>14 days</b> of Notice of Intent to Award
<input type="checkbox"/>	Affirmative Action Compliance Program (for Contractors with 50+ Employees)	within <b>30 days</b> of Award of Contract

**ARTICLE 2  
BIDDING PROCEDURES**

**2.1 PROPOSAL FORMS**

Attention of all bidders is called to all bid proposal forms attached hereto. Bidders are cautioned that all bid proposals submitted must be accompanied by all forms properly executed.

**2.2 SUBMISSION OF BID PROPOSALS**

All copies of the Contractor's Proposal, Bid Security, and other Bid Proposal Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids to Contractors.

**2.3 TIMELY RECEIPT**

The Bidder assumes full and sole responsibility for timely receipt of its Bid Proposal, including its Bid Security and all other Bid Submittals, at the location designated in the Notice Inviting Bids to Contractors.

**2.4 DELIVERY METHOD OF BID PROPOSAL**

Submittal of Bid Proposals shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

**2.5 INVALID BID PROPOSALS**

Bid Proposals submitted by fax or e-mail and those which fail to reach the place fixed for opening of Bid Proposals prior to the date and hour set for opening same will not be considered.

**2.6 BID SECURITY:**

Bid Security. Each Bid shall be accompanied by a Bid Security in the form of 1) cash, 2) a certified or cashier's check made payable to the Riverside County Flood Control and Water Conservation District, or 3) a Bid Bond (using the form of Bid Bond included in the Bidding Documents) issued by an Admitted Surety, in an amount equal to at least ten percent (10%) of the Bid Amount, as a guarantee that the Bidder, if awarded the Construction Contract, will enter into a Construction Contract with the District and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Bidding Documents. Should the Bidder refuse to enter into the Construction Contract or fail to furnish the Performance Bond, Payment Bond or any other Post-Award Submittals within the required timeframes as applicable, then the Bid Security shall be forfeited to the District in an amount equal to the difference between the amount of Bidder's Bid Amount and the amount for which the District may procure the work from another Bidder plus the costs to the District of redrafting, redrawing and republishing the Bidding Documents.

Retention by District. The District will have the right to retain the Bid Security of any Bidder to whom an Award is being considered until either (1) the Construction Contract has been executed and the Performance Bond, Payment Bond and other Post-Award Submittals have been furnished, or (2) all Bids have been rejected.

Return of Proposal Guarantees. Within ten (10) days after the award of the contract, the District will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose proposal they accompany.

## **2.7 SUBLETTING AND SUBCONTRACTING**

Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in excess of one-half (½) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. Contractor shall list only one subcontractor for each portion as is defined by the Contractor in the Contractor's Bid Proposal.

## **2.8 DISCREPANCIES AND OMISSIONS**

Discrepancies, omissions, ambiguities, or requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the Engineer. When appropriate, Addenda will be issued by the District. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

## **2.9 ADDENDA**

Interpretations, corrections, clarifications and changes to the Contract Documents will be made by Addenda. District reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the District its name and address for the purpose of receiving Addenda. District will cause copies of Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's proposal must list and take into account all issued Addenda.

Addenda will be transmitted by District to all prospective Bidders who (1) attended and signed in at the Mandatory Pre-Bid Site Review meeting (if any); (2) are plan holders; or (3) have submitted a written request to District for notice of Addenda at Riverside County Flood Control, 1995 Market Street, Riverside, CA 92501, including in such request the Bidder's name and address for mailing. Each potential Bidder shall leave with the District its name, address, email, and fax number for the purpose of receiving Addenda. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Contractor's Proposal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by the District shall be deemed included in the amount of the

Contractor's Proposal. The Bidder shall identify and list in its Contractor's Proposal all Addenda received and included by the District as a basis for determining its Bid Proposal non-responsive.

## 2.10 RESPONSE TO QUESTIONS

Any questions or requests for information must be submitted in writing to the District attention:

Maricruz Gonzalez

Email: [margonza@rivco.org](mailto:margonza@rivco.org)

OR

Hard Copy: Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: Maricruz Gonzalez

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, December 10, 2019.**

## 2.11 POSTPONEMENT

The District reserves the right to postpone the time and date for the public opening of bids as specified in the Notice Inviting Bids to Contractors by issuance of an Addendum to the Contract Documents at any time prior to the specified time and date for public opening of bids.

## 2.12 REJECTION OF BID PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES

Bid Proposals may be rejected if they show any alterations of form, additions not called for, conditional Bid Proposals, incomplete Bid Proposals, erasures, or irregularities of any kind. Erasures or interlineations in the Bid Proposal must be explained or noted over the signature of the Bidder. The District may determine as unresponsive any Bid Proposal in which any statement or representation made or incorporated by reference in the Contractor's Proposal, including any Bid submittal comprising the Bid Proposal, is false, incorrect or materially incomplete and misleading.

## 2.13 DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices obviously are unbalanced may be rejected.

## 2.14 WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the Chief Engineer. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

## 2.15 IRAN CONTRACTING ACT

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options on Page XXII. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## 2.16 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the Notice Inviting Bids to Contractors. Bidders or their authorized agents are invited to be present.

### ARTICLE 3 CONSIDERATION OF BIDS

#### 3.1 BASIS OF AWARD

The award of the Contract, if it be awarded, will be to the lowest responsible and qualified Bidder based upon all Bid items.

#### 3.2 NOTICE OF INTENT TO AWARD

Within thirty (30) days following public opening and reading of Bids, the District will issue a Notice of Intent to Award identifying the name of the Bidder to whom the District intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid Proposal. The District may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

#### 3.3 BID PROTESTS

Any Bidder submitting a Bid Proposal to the District may file a protest of the District's proposed Award of the Construction Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.

2. The bid protest is both: (1) filed with and received by David Garcia at the following address, 1995 Market Street, Riverside, California, not more than five (5) days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as afore stated shall constitute grounds for the District's denial of the bid protest without consideration of the grounds stated therein.
3. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
4. Provided that a bid protest is filed in conformity with the foregoing, the General Manager-Chief Engineer, or such individual(s) as may be designated by the General Manager-Chief Engineer in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager-Chief Engineer or his/her designee shall be final, unless overturned by the Board of Supervisors.
5. An inadvertent error in listing the California contractor license number or DIR public works contractor registration number for a subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected number is submitted to the District within 24 hours after the bid opening and provided the corrected number corresponds to the submitted name and location for that subcontractor.

### 3.4 AWARD OF CONTRACT

The right is reserved to reject any and all proposals and to waive technical defects as the best interests of the District may require. The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed. The award, if made, will be made within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

## ARTICLE 4 POST-NOTICE OF INTENT TO AWARD

### 4.1 POST-NOTICE OF INTENT TO AWARD SUBMITTALS

Within the time periods set forth below, the successful Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Notice of Intent to Award submittals, completed and signed in the manner required by the Contract Documents, to the District at 1995 Market Street, Riverside, California 92501:

- 4.1.1 Within **seven (7) days** after issuance by District to Bidder of the Notice of Intent to Award and prior to contract award, such Bidder shall submit to the District the following:



- (1) Construction Agreement duly executed by the authorized delegate of the Contractor;
- (2) Performance Bond and Payment Bond (issued by Surety), as set forth in Section 4.2 below;
- (3) Evidence of Insurance, as specified by the Contract Documents;
- (4) Workers' Compensation Certificate, in the form specified by the Contract Documents; and
- (5) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified by the Contract Documents.
- (6) Legal Disposal Site Information, prepared by Bidder in the manner required by Section 1.12 of the Instructions to Bidders.

4.1.2 Within **fourteen (14) days** after issuance by District to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to the District the following:

- (1) Construction Schedule, prepared by Bidder in the manner required by Section 2.02 of the General Provisions; and

#### 4.2 **CONTRACT SECURITY – PERFORMANCE BOND AND PAYMENT BOND**

The Contractor shall furnish two (2) surety bonds, each in quadruplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the Contract Price. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Contract Price. The penal sum may be required to be increased for Contract Adjustments increasing the Contract Price that are authorized by Change Order. All bonds must be submitted on forms provided by the District. Bonds submitted in any other form will not be accepted.

Prior to the execution of the Contract, the Contractor shall furnish to the District the required, original, Performance and Payment Bonds, issued by an admitted surety and shall have a A.M. Best's Insurance Rating of A VIII (A:8) or better rated surety company, authorized to do business in the State of California. The Bonds shall be executed by an authorized attorney-in-fact for the Surety company and his/her original or certified copy Power of Attorney must be attached to the Bonds. Premiums for Bonds shall be paid by the Contractor. Notary acknowledgements of the signatures of the Contractor and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond and Payment Bond on behalf of the Surety shall affix thereto a certified and current copy of the Power of Attorney authorizing such attorney-in-fact to execute same on behalf of such Surety. Should any Surety on the Performance Bond or Payment Bond be deemed unsatisfactory by the District, Contractor shall upon notice promptly substitute new bonds satisfactory to the District.

If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to ten percent (10%) of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

#### 4.3 **FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT**

In the event the Bidder, to whom an award will be made, fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Construction Agreement within seven (7) days after the prescribed forms are presented to it for signature, the District may declare the Bidder's Bid deposit or bond forfeited as damages caused by the failure of the Bidder to post such security and execute such copies of the Construction Agreement and may award the Work to the next lowest responsible Bidder, or may call for new bids.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

The undersigned hereby declare(s):

- (a) That the only persons or parties interested in this proposal as principals are the following:

Name of Company (and dba if applicable) ("Contractor"): KEC Engineering

\_\_\_\_\_  
\_\_\_\_\_  
(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a copartnership, give the name under which the copartnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical and climatic conditions, and makes his proposal solely upon his own knowledge.
- (d) That he has carefully examined the attached specifications as referred to, and the plans, and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, he will enter into a written contract with the Riverside County Flood Control and Water Conservation District, Riverside, State of California.
- (f) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

As bid security, accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the Riverside County Flood Control and Water Conservation District, Riverside, California, in the sum of

10% of total Amount Bid Dollars (\$ 10% )

**THE REQUIRED REFERENCES AND OTHER REQUIRED DOCUMENTS  
MUST BE ATTACHED TO THIS BID PROPOSAL**

It is understood and agreed that should the Contractor within seven (7) days after the prescribed forms are presented to him for signature fail to return the contract and furnish acceptable surety bond and insurance, then, at the discretion of the District, the proceeds of said check shall become the property of the District, the Contractor shall be found in default and the project may be awarded to another contractor. The bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the contract with another party to perform the work, together with the cost to the District of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The bid bond or check shall, in addition, be held subject to all other actual damages suffered by the District. But if the contract is entered into and said bonds and insurance are furnished, or if the proposal is not accepted, then the said check shall be returned to the undersigned.

**RECEIVED**  
DEC 19 2019

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

1-42P

PROPOSAL

For the Construction of **Leach Canyon Dam, Stage 90 Spillway Restoration**, located in Riverside County, consisting of the following estimated quantities:

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
10	1.	Mobilization	L.S.	---	---	6,000.00
11	2.	Water Control	L.S.	---	---	4,100.00
13	3.	Clearing and Miscellaneous Work	L.S.	---	---	6,200.00
14	4.	Excavation	C.Y.	8,285	16.40	135,874.00
14	5.	Backfill	C.Y.	2,017	4.30	8,673.10
16	6.	Class "A" Concrete, Concreted Rock	C.Y.	657	196.00	128,772.00
16	7.	Class "B" Concrete, Cutoff Wall	C.Y.	85	900.00	76,500.00
20	8.	6-Foot Chain Link Fence	L.F.	195	70.00	13,650.00
21	9.	Subdrain	L.F.	405	35.50	14,377.50
21	10.	Extra Directed Work	L.S.	---	---	100,000.00
26	11.	Rock Slope Protection, Class VII	C.Y.	143	88.00	12,584.00
26	12.	Rock Slope Protection, Class V	C.Y.	1,869	71.00	132,699.00
26	13.	Rock Slope Protection, Class II	C.Y.	337	73.00	24,601.00
26	14.	Filter Material	C.Y.	183	58.00	10,614.00
26	15.	Rock Slope Protection Fabric	S.Y.	2,198	6.20	13,627.60
27	16.	Dust Abatement	L.S.	---	---	29,000.00
29	17.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	9,200.00

PROPOSAL contd.

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
32	18.	Soil Binder	S.Y.	3,503	0.67	2,347.01

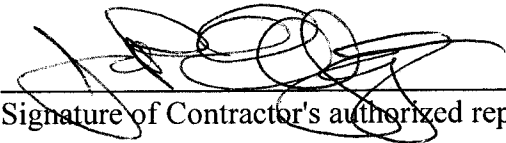
For the Total Bid Proposal of:

**TOTAL COST**

(State in Figures)

\$ 728,819.21

KEC Engineering  
Name of Contractor

  
Signature of Contractor's authorized representative

Name: James Elfring

Title: President

200 N. Sherman Ave  
Address

S.S.N. or E.I.N.

Corona CA, 92882  
City, State, Zip

701834

951-734-3010      951-735-2041  
Telephone Number      Fax Number

Contractor's License No. and Classification

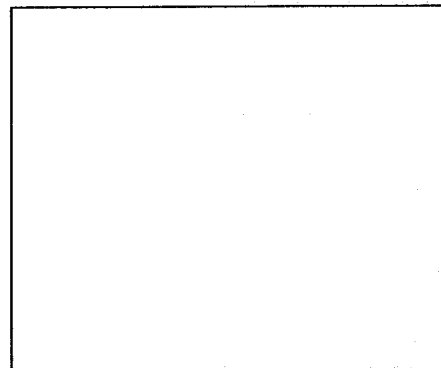
1000390043

khai@kecengineering.com  
Email

Contractor's DIR Registration No.

Dated: 12/17/19

If bidder is a corporation, corporate seal and attestation shall be provided below.



LIST OF SUBCONTRACTORS

Contractor KEC Engineering Leach Canyon Dam, Stage 90 Spillway Restoration  
Project No. 3-0-00105-90

Give the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement, or a Subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid. List the bid item numbers of the work each subcontractor will do. If a portion of an item is to be subcontracted, show what percentage of that item is to be subcontracted.

Item No. (s) 7 rebar  
Name of Subcontractor AMBER STEEL CO.  
Address/City/Phone 3125. WILLOW AVE. / RIALTO / 909-874-2213  
License No. 268566 C-50 Subcontractor's DIR Registration No. 1000000630

Item No. (s) 8 FENCE  
Name of Subcontractor ALCORN FENCE COMPANY  
Address/City/Phone 6445 OLD PEOLY RD / RIVERSIDE / 951-685-5871  
License No. 122954 Subcontractor's DIR Registration No. 1000001986

Item No. (s) \_\_\_\_\_  
Name of Subcontractor \_\_\_\_\_  
Address/City/Phone \_\_\_\_\_  
License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

Item No. (s) \_\_\_\_\_  
Name of Subcontractor \_\_\_\_\_  
Address/City/Phone \_\_\_\_\_  
License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

Item No. (s) \_\_\_\_\_  
Name of Subcontractor \_\_\_\_\_  
Address/City/Phone \_\_\_\_\_  
License No. \_\_\_\_\_ Subcontractor's DIR Registration No. \_\_\_\_\_

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 25 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 25 years.

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

Name and Address of Owner/Agency	Representative and Telephone	Type of Work, Year Completed and Dollar Amount
City of Yucaipa 34272 Yucaipa Boulevard	John Larose 909-797-2489	Rip Rap/ RCB 2018 \$2.1 million
City of Yucaipa 34272 Yucaipa Boulevard	John Larose 909-797-2489	Rip Rap/ RCB 2018 \$2 million
OCPW 200 N. Flower Street, Santa Ana	Teejay Areopagiga 714-856-2066	Rip Rap/ Sheet Pile/ RCB 2017 \$3.7 million
SBCPW 385 N. Arrowhead Ave, San Bernardino	Johnny Gayman 909-387-7924	Rip Rap/ Bridge 2017 \$5 million

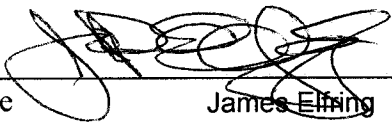
STATEMENT OF LICENSURE

Pursuant to California Public Contract Code §3300, the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 701834; and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class A, C27, C34 license.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 12/18/19

  
\_\_\_\_\_  
Signature James Eiling  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

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 RIVERSIDE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
the undersigned Notary Public, personally appeared

\_\_\_\_\_  
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 that he/she 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.

\_\_\_\_\_  
Notary's Signature (Seal)



## 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 Riverside

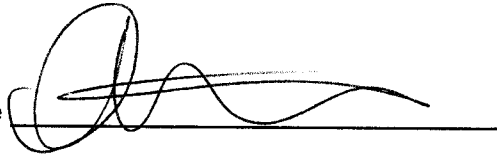
On December 18 2019 before me, Alejandra Nicole Magana, Notary Public  
(insert name and title of the officer)

personally appeared James Elfiring,  
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.

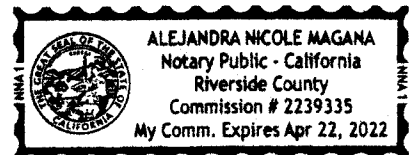
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

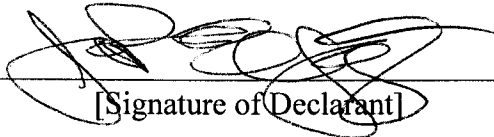
The undersigned declares:

I am the President of KEC Engineering, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/18/19 [date], at Corona [city], CA [state].

  
[Signature of Declarant]

James Elfring

[Printed Name of Person Signing]

KEC Engineering

[Name of Bidder]

President

[Office or Title]

## 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 Riverside

On December 18 2019 before me, Alejandra Nicole Magana, Notary Public  
(insert name and title of the officer)

personally appeared James Elfring  
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.

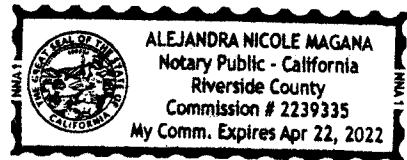
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**IRAN CONTRACTING ACT CERTIFICATION**


In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- c) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- d) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> KEC Engineering		<i>Federal ID Number (or n/a)</i> 33-0641527
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> James Elfring		
<i>Date Executed</i> 12/17/19	<i>Executed in</i> Corona CA	

**Option #2 – Exemption**

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

BID BOND

Page 1 of 2

Recitals

1. The undersigned KEC Engineering (Contractor), is herewith submitting to the Riverside County Flood Control and Water Conservation District (District), a Bid Proposal ("Proposal") dated December 19 2019, for the construction of public work for **Leach Canyon Dam, Stage 90 Spillway Restoration** in accordance with a Notice to Contractors dated November 19, 2019.
2. Contractor is obligated as a condition of said Bid to submit security in the amount of at least ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety").
3. Liberty Mutual Insurance Company a Massachusetts corporation, hereafter called (Surety), is the surety on this Bid Bond.

Agreement

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is ten percent (10%) of the amount of the Contractor's Proposal and inures to the benefit of District.
2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Construction Agreement and furnishes the Performance Bond, Payment Bond and Insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety for value received, stipulates and agrees that its obligations hereunder that no change, any extension of time within which District may accept the Proposal, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Proposal in a manner not permitted by the requirements of the Bidding requirements shall in any way impair or affect Surety's obligation under this Bond, and Surety does hereby waive notice of any such changes, extension of time, alterations or additions.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.
5. In the event any legal proceeding or arbitration is brought upon this Bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

BID BOND

Page 2 of 2

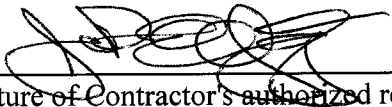
IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of December 9, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Dated: December 9, 2019

KEC Engineering

(Proper name of Contractor)

(Corporate Seal of Contractor,  
if Corporation)

By:  \_\_\_\_\_  
Signature of Contractor's authorized representative

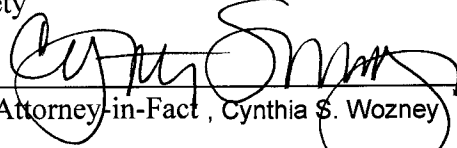
James Elfving - President  
Print or type authorized representative's Name and Title

200 N. Sherman Avenue  
Print or type Contractor's Address

Corona, CA 92882  
\_\_\_\_\_

(Corporate Seal of Surety)

Liberty Mutual Insurance Company  
Surety

By:  \_\_\_\_\_  
Attorney-in-Fact, Cynthia S. Wozney

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

GMGS Risk Management & Insurance Services  
Name and Address of California Agent of Surety

6201 Oak Canyon, Suite 100  
Irvine, CA 92618

(949) 559-6700  
Telephone Number of California Agent of Surety

**NOTE: Notary acknowledgment of signatures of Contractor and Surety, and Surety's Power of Attorney, must be included or attached.**

## 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 Riverside

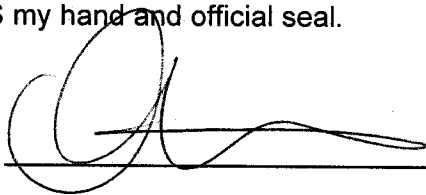
On December 18 2019 before me, Alejandra Nicole Magana, Notary Public  
(insert name and title of the officer)

personally appeared James Elfring  
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.

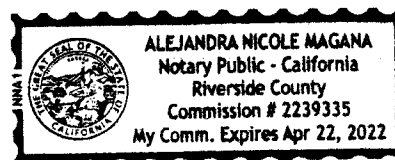
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## 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 Orange

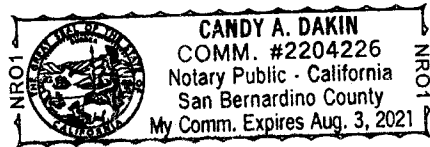
On December 9, 2019 before me, Candy A. Dakin, Notary Public  
(insert name and title of the officer)

personally appeared Cynthia S. Wozney,  
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 *Candy A. Dakin* (Seal)







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201226-024087

### POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Denise Bennett, Paul A. Bland, Candy A. Dakin, John M. Garrett, Edward W. Griffith II, Steven C. Mosier, Cynthia S. Wozney

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 8th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9TH day of DECEMBER, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

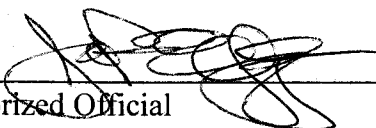
*APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING* Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, KEC Engineering, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official 

James Elfring- President  
Name and Title of Contractor's Authorized Official

12/18/19  
Date

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of February 25, 2020 and is by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (District) and KEC ENGINEERING (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items and materials and do all things necessary to perform, accomplish and complete the work for **Project No. 3-0-00105-90, Leach Canyon Dam, Stage 90 Spillway Restoration** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 3-0-00105-90, Leach Canyon, Stage 90 Spillway Restoration** of District are:

- (a) Notice Inviting Bids to Contractors;
- (b) Instructions To Bidders;
- (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
- (d) Bid Bond
- (e) Byrd Anti-Lobbying Amendment Certification
- (f) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, Legal Disposal Site Information, and Evidence of Insurance;
- (g) Performance Bond;
- (h) Payment Bond;
- (i) General Provisions;
- (j) Special Federal Provisions;
- (k) Special Provisions;
- (l) Detailed Specifications;
- (m) Plans;
- (n) Appendices and any other documents included in or incorporated into the Contract Documents;
- (o) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents; and
- (p) Addenda No(s), if any N/A.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

The Bid Bond is exonerated upon execution and delivery to District in a form satisfactory to District, of the following, duly executed by Contractor and also by its Surety as to the Bonds, Construction Agreement, Certificate of Insurance, Performance Bond, and Payment Bond.

3. Bonds - Insurance. Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Performance Bond or Payment Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of the total amount provided in Exhibit A, attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment, subject to additions and deductions as provided in the Specifications and Contract Documents.

5. Contract Time for Completion. The Work shall be commenced on a date to be specified in a written "Notice To Proceed" to be issued by the District and shall be completed within the duration specified in the Specifications and Contract Documents. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.

FORM APPROVED COUNTY COUNSEL

BY: *Kecia R. Harper* 1/31/2020  
DATE

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By *Karen S. Spiegel*  
Chairwoman of its Board of Supervisors  
**KAREN SPIEGEL**

ATTEST:

KECIA R. HARPER  
Clerk of the Board

By *Kecia R. Harper*  
Deputy

(Seal)

*KFC ENGINEERING*  
Contractor

By *[Signature]*  
Title *PRES*

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's Project No. 3-0-00105-90, Leach Canyon Dam, Stage 90 Spillway Restoration, located in Riverside County, California.)

Contract Price - Payment - District shall pay Contractor the following sums for the items set forth below in accordance with Contractor's Proposal as accepted by District, which sums shall be paid as provided in the General Provisions and subject to additions and deductions as provided in the Contract Documents.

It is understood that the quantities listed, except for those shown as "Final" or "Lump Sum" are but estimates only and final payment will be based on actual work performed, subject to such adjustments and alterations as elsewhere provided.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	---	\$6,000.00
2.	Water Control	L.S.	---	---	4,100.00
3.	Clearing and Miscellaneous Work	L.S.	---	---	6,200.00
4.	Excavation	C.Y.	8,285	\$16.40	135,874.00
5.	Backfill	C.Y.	2,017	\$4.30	8,673.10
6.	Class "A" Concrete, Concreted Rock	C.Y.	657	\$196.00	128,772.00
7.	Class "B" Concrete, Cutoff Wall	C.Y.	85	\$900.00	76,500.00
8.	6-Foot Chain Link Fence	L.F.	195	\$70.00	13,650.00
9.	Subdrain	L.F.	405	\$35.50	14,377.50
10.	Extra Directed Work	L.S.	---	---	100,000.00
11.	Rock Slope Protection, Class VII	C.Y.	143	\$88.00	12,584.00
12.	Rock Slope Protection, Class V	C.Y.	1,869	\$71.00	132,699.00
13.	Rock Slope Protection, Class II	C.Y.	337	\$73.00	24,601.00
14.	Filter Material	C.Y.	183	\$58.00	10,614.00
15.	Rock Slope Protection Fabric	S.Y.	2,198	\$6.20	13,627.60

EXHIBIT A contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
16.	Dust Abatement	L.S.	---	---	29,000.00
17.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	9,200.00
18.	Soil Binder	S.Y.	3,503	\$0.67	2,347.01
				TOTAL	\$728,819.21

PERFORMANCE BOND

Page 1 of 3

(Public Work – Public Contract Code Section 21091)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on February 25, 2020, has awarded Construction Contract Number: 3-0-00105-90 ("Contract") to the undersigned KEC Engineering, as Principal ("Principal") to perform the work ("Work") for the following project; Leach Canyon Dam, Stage 90 Spillway Restoration, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 21091 to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of Seven Hundred Twenty-Eight Thousand Eight Hundred Nineteen and 21/100--- Dollars (\$ 728,819.21---), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the District all damages the District incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

PERFORMANCE BOND

Page 2 of 3

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.



PERFORMANCE BOND

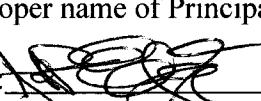

Page 3 of 3

(Corporate Seal of Principal,  
if Corporation)

KEC Engineering

(Proper name of Principal)

By:

   
Signature of Principal's authorized representative

JAMES ELFRINK, PRES, SCOTT PFEIFFER, VP. SEC  
Print or type authorized representative's Name and Title

200 N. Sherman Avenue

Print or type Principal's Address

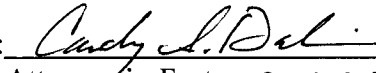
Corona, CA 92882

Signed and Sealed by Surety: January 9, 2020

(Corporate Seal of Surety)

Surety Liberty Mutual Insurance Company

By:

  
Attorney-in-Fact Candy A. Dakin

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

GMGS Risk Management & Insurance Services  
Name and Address of California Agent of Surety

6201 Oak Canyon, Suite 100

Irvine, CA 92618

949-559-6700

Telephone Number of California Agent of Surety

**NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**

## 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 Riverside

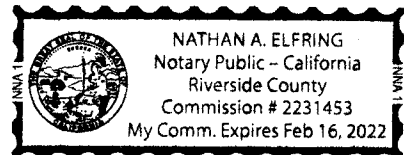
On January 13, 2020 before me, Nathan A. Elfring, Notary Public  
(insert name and title of the officer)

personally appeared James Elfring  
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 *Nathan A. Elfring* (Seal)



## ACKNOWLEDGMENT

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State of California  
County of Riverside

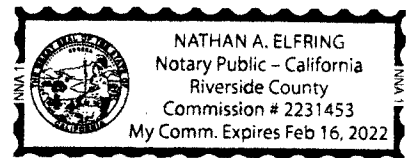
On January 13, 2020 before me, Nathan A. Elfring, Notary Public  
(insert name and title of the officer)

personally appeared Scott Pfeiffer  
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 *Nathan A. Elfring* (Seal)



**ACKNOWLEDGMENT**

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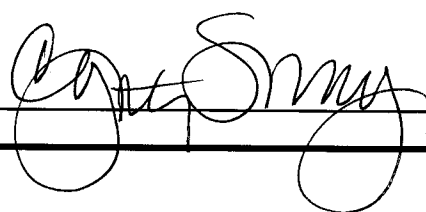
State of California  
County of Orange

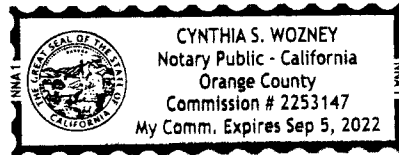
On January 9, 2020 before me, Cynthia S. Wozney, Notary Public  
(insert name and title of the officer)

personally appeared Candy A. Dakin,  
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)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201226-024087

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Denise Bennett, Paul A. Bland, Candy A. Dakin, John M. Garrett, Edward W. Griffith II, Steven C. Mosier, Cynthia S. Wozney

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9TH day of JANUARY, 2020.



By: Renee C. Llewellyn, Assistant Secretary

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") by action of the Board of Supervisors on February 25, 2020, has awarded Construction Contract Number: 3-0-00105-90 ("Contract") to the undersigned KEC Engineering, as Principal ("Principal") to perform the work ("Work") for the following project; Leach Canyon Dam, Stage 90 Spillway Restoration.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of Seven Hundred Twenty-Eight Thousand Eight Hundred Nineteen and 21/100--- Dollars (\$ 728,819.21---), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors, of any contracting tier, shall fail to pay any amounts or any person or persons named and described in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

PAYMENT BOND



Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

KEC Engineering

(Proper name of Principal)

(Corporate Seal of Principal,  
if Corporation)

By:    
Signature of Principal's authorized representative

JAMES EWING, PRES.                      SCOTT PFEIFFER, VP. SEC.  
Print or type authorized representative's Name and Title


200 N. Sherman Avenue  
Print or type Principal's Address

Corona, CA 92882

Signed and Sealed by Surety: January 9, 2020

(Corporate Seal of Surety)

Surety Liberty Mutual Insurance Company

By:   
Attorney-in-Fact Candy A. Dakin

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

GMGS Risk Management & Insurance Services  
Name and Address of California Agent of Surety

6201 Oak Canyon, Suite 100

Irvine, CA 92618

949-559-6700  
Telephone Number of California Agent of Surety

**NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.**

## 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 Riverside )

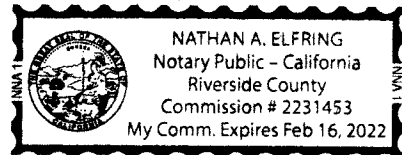
On January 13, 2020 before me, Nathan A. Elfring, Notary Public  
(insert name and title of the officer)

personally appeared James Elfring  
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 *Nathan A. Elfring* (Seal)





## ACKNOWLEDGMENT

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State of California  
County of Riverside

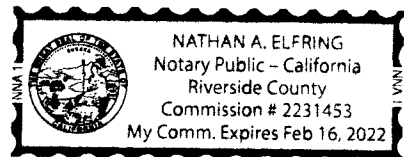
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(insert name and title of the officer)

personally appeared Scott Pfeiffer  
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Signature *Nathan A. Elfring* (Seal)



## ACKNOWLEDGMENT

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State of California  
County of Orange

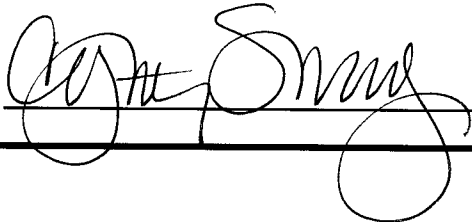
On January 9, 2020 before me, Cynthia S. Wozney, Notary Public  
(insert name and title of the officer)

personally appeared Candy A. Dakin  
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.

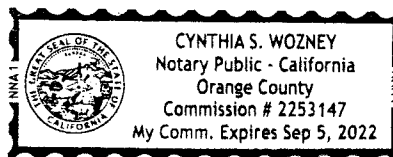
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201226-024087

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Denise Bennett, Paul A. Bland, Candy A. Dakin, John M. Garrett, Edward W. Griffith II, Steven C. Mosier, Cynthia S. Wozney

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9TH day of JANUARY, 2020.



By: Renee C. Llewellyn, Assistant Secretary

WORKERS' COMPENSATION CONTRACTOR CERTIFICATE

(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

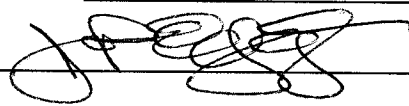
- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the District the following certification prior to performing the Work of the public works construction Contract:

I am aware of the provisions of Section 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.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: KEC Engineering

By:  \_\_\_\_\_

Title: President

DECLARATION OF SUFFICIENCY OF FUNDS

Page 1 of 3

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of KEC Engineering ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is:  
33-0641527

2. The Bidder's workers' compensation insurance policy number is:  
UB-7N792894-19-26-G

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Travelers  
One Tower Square (949)559-3367  
Hartford, CT 06183

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
See Attached List of vehicles and ID#		810-1N950054-19-26-G	Travelers, One Tower Square, Hartford, CT 06183 949-559-3367

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:  
NONE

0104	98 GMC 3/4T P/U Green	Pickup
0115	00 GMC 3/4T P/U	Pickup
0123	02 Chevy 1500 4X4 P/U	Pickup
0124	01 GMC 3/4T P/U Service Body	Pickup
0126	01 GMC 3/4T P/U Service Body	Pickup
0127	02 GMC 3/4T P/U Service Body	Pickup
0128	02 GMC 3/4T P/U Service Body	Pickup
0131	05 GMC 2500 P/U Service Body	Pickup
0132	06 GMC Sierra 2500 Crew Cab P/U	Pickup
0135	06 GMC Sierra 2500 Crew Cab P/U	Pickup
0138	07 GMC Sierra 3500 Crew Cab Pickup	Pickup
0139	07 GMC Yukon XL Denali	Pickup
0140	07 GMC Sierra 2500 Crew Cab Pickup	Pickup
0144	03 Chevrolet Pickup	Pickup
0145	07 Chevrolet Pickup	Pickup
0146	07 Chevrolet Pickup	Pickup
0147	07 Chevrolet Pickup	Pickup
0148	13 Chevrolet Pickup	Pickup
0149	13 Chevrolet Pickup	Pickup
0150	14 GMC Sierra 1500	Pickup
0151	14 Chevrolet Silverado 3500	Pickup
0152	14 Chevrolet Silverado 3500	Pickup
0153	15 GMC Sierra 2500HD	Pickup
0157	15 Dodge Ram 2500	Pickup
0158	16 Chevrolet Silverado 2500	Pickup
0159	16 Chevrolet Silverado 2500	Pickup
0160	15 Chevrolet Equinox LT	Pickup
0161	17 GMC Sierra 2500HD	Pickup
0162	17 Chevrolet Silverado 3500HD	Pickup
0199	96 Chevy 3/4T P/U Service Body	Pickup
0253	05 Ford F750 Water Truck	Water Truck
0254	97 Athey Sweeper	Sweeper
0255	06 Ford F750XL Water Truck	Water Truck
0256	05 Ford F750 Water Truck	Water Truck
0257	17 Peterbilt 567 Fuel/Lube Truck	Truck
0258	18 Peterbilt 567 Tractor	Tractor
0259	11 Ford F750 Water Truck	Water Truck
0260	13 Ford F750 Water Truck	Water Truck
0261	13 Ford F750 Water Truck	Water Truck
0262	19 Ford F650 Mechanics Truck	Truck

DECLARATION OF SUFFICIENCY OF FUNDS

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
6	\$61,000.00	March 16, 2020 - May 4, 2020

6. Check only one of the following boxes, as applicable:
- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
  - The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the District by Bidder in writing.
7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal Contractor license identification number</i>

DECLARATION OF SUFFICIENCY OF FUNDS

Page 3 of 3

8. Check only one of the following boxes, as applicable:

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the District by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 14th day of January, in the year 2020 at Corona, California.

  
\_\_\_\_\_  
(Signature)

James P. Elfring

\_\_\_\_\_  
Type Name of Signer:

KEC Engineering

\_\_\_\_\_  
Type Name of Bidder:



LEGAL DISPOSAL SITE INFORMATION

Contractor KEC Engineering Leach Canyon Dam, Stage 90 Spillway Restoration  
Project No. 3-0-00105-90

Give the name and the location of the place of business of any and all potential disposal sites for excavated material resulting from the construction of the work or improvement. List proof the site has been approved for legal disposal by including a license or permit number, verifiable by the District.

Name of Business/Owner Waste Management

Address/City/Phone 10910 Dawson Canyon Rd, Corona, CA 92883, 951-277-1740

License/Permit No. Solid Waste Permit: 33-AA-0217

Name of Agency issuing License/Permit Riverside County Department of Waste Resources

Name of Business/Owner \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License/Permit No. \_\_\_\_\_

Name of Agency issuing License/Permit \_\_\_\_\_

Name of Business/Owner \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License/Permit No. \_\_\_\_\_

Name of Agency issuing License/Permit \_\_\_\_\_

Name of Business/Owner \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License/Permit No. \_\_\_\_\_

Name of Agency issuing License/Permit \_\_\_\_\_

Name of Business/Owner \_\_\_\_\_

Address/City/Phone \_\_\_\_\_

License/Permit No. \_\_\_\_\_

Name of Agency issuing License/Permit \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2020

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

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

<b>PRODUCER</b> GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618  www.gmgs.com                      0B84519	<b>CONTACT NAME:</b> Charise Ferguson	
	<b>PHONE (A/C, No, Ext):</b> (949)559-3367	<b>FAX (A/C, No):</b> (949)559-6703
<b>E-MAIL ADDRESS:</b> charisem@gmgs.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Company of America		25674
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

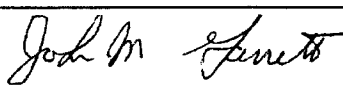
**COVERAGES**                      **CERTIFICATE NUMBER:** 53510575                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DT22-CO-9323B109-TIL-19	7/1/2019	7/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-1N950054-19-26-G  Physical Damage: Comp \$1,000/Coll \$2,500	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-7N792894-19-26-G	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Project No. 3-0-00105-90, Leach Canyon Dam, Stage 90 Spillway Restoration  
 This certificate may be relied upon only if the certificate addendum referred to herein is attached hereto.

<b>CERTIFICATE HOLDER</b> Leach Canyon Dam, Stage 90 Spillway Restoration  Riverside County Flood Control & Water Conservation District 1995 Market Street Riverside CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Garrett
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY GMGS Risk Management & Insurance Services		NAMED INSURED KEC Engineering (A Corp) 200 North Sherman Avenue Corona CA 92882	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Riverside County Flood Control & Water Conservation District

**ADDRESS:** 1995 Market Street Riverside CA 92501

RE: Project No. 3-0-00105-90, Leach Canyon Dam, Stage 90 Spillway Restoration

As respects General Liability coverage, District, all Agencies, Districts, Special Districts and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives are added as Additional Insured per CGD2460419 attached, and this insurance is primary per CGT1000219 attached.

As respects General Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT4050311 attached.

As respects Automobile Liability coverage, District, all Agencies, Districts, Special Districts and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives are added as Additional Insured per CAT3530215 attached.

As respects Automobile Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per ILT4050311 attached.

As respects Workers' Compensation coverage, a Waiver of Subrogation is hereby included, per WC990376(A)-001 attached.

As respects Workers' Compensation coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per WC040601(A) attached.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

**COMMERCIAL GENERAL LIABILITY**

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**COMMERCIAL GENERAL LIABILITY****c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

POLICY NUMBER: DT22-CO-9323B109-TIL-19

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:**

**Number of Days Notice of Cancellation: 30**

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

- A) REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
- B) IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF CANCELLATION.

**ADDRESS:**

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:**

Number of Days Notice of Cancellation: 30

**PERSON OR ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

**ADDRESS:**

The address for that person or organization included in such written request from you to us.

**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-7N792894-19-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019 Insured KEC Engineering (A Corp)

Policy No. UB-7N792894-19-26-G

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 04 06 01 ( A)**

POLICY NUMBER: UB-7N792894-19-26-G

**CALIFORNIA CANCELTION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**CANCELTION**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Failure to comply with Federal or State safety orders;
  - h. Failure to comply with written recommendations of our designated loss control representatives;
  - i. The occurrence of a material change in the ownership of your business;
  - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/27/2020

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

AGENCY GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618  0B84519 www.gmgs.com		PHONE (A/C, No, Ext): (949)559-3367  COMPANY Continental Insurance Company 151 North Franklin Street  Chicago IL 60606	
FAX (A/C, No): (949)559-6703 E-MAIL ADDRESS: charisem@gmgs.com		LOAN NUMBER  POLICY NUMBER 6080305135	
CODE: AGENCY CUSTOMER ID #:		EFFECTIVE DATE 2/25/2020	
INSURED KEC Engineering (A Corp) 200 North Sherman Avenue Corona CA 92882		EXPIRATION DATE 8/25/2020	
SUB CODE:		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

## COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk, Replacement Cost, No Coinsurance - Including Earthquake & Flood PROJECT NO. 3-0-00105-90, LEACH CANYON, SAGE 90 SPILLWAY RESTORATION 14382 AMOROSO STREET, LAKE ELSINORE, CALIFORNIA, 92530	\$728,819	\$2,500
Transit	\$100,000	\$2,500
Temporary Locations	\$100,000	\$2,500

## REMARKS (Including Special Conditions)

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS Leach Canyon Dam, Stage 90 Spillway Restoration  Riverside County Flood Control & Water Conservation District 995 Market Street Riverside CA 92501	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
AUTHORIZED REPRESENTATIVE John Garrett			

ACORD 27 (2016/03)

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GENERAL PROVISIONS

## GENERAL PROVISIONS

### SECTION I - DEFINITION OF TERMS

1.01 TERMS. Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) DISTRICT: The Riverside County Flood Control and Water Conservation District of the State of California, as created by law, also sometimes referred to as the Flood Control District, or party of the first part.

(b) BOARD OF SUPERVISORS: The Board of Supervisors of the Riverside County Flood Control and Water Conservation District as created by law, also sometimes referred to as the Board.

(c) ENGINEER: The Chief Engineer of the Riverside County Flood Control and Water Conservation District, also sometimes referred to as the Flood Control Engineer, the Chief Engineer, or the General Manager-Chief Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

(d) LABORATORY: The established laboratory of the District or laboratories authorized by the District to test materials and work involved in the contract.

(e) BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

(f) CONTRACTOR: The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the District, as party or parties of the second part or his or their legal representatives.

(g) SUPERINTENDENT: The Executive representative of the Contractor, present on the work at all times during progress, authorized to receive and execute instruction from the Engineer.

(h) PLANS or PROJECT DRAWINGS: The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

(i) SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions, as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these General Provisions. Supplemental agreements

or contract change orders are written agreements executed by the Contractor and by the District, covering alterations, amendments or extensions to the project, as hereinafter provided.

(j) CONTRACT: The written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The contract shall include the Notice to Contractors, the Proposal, Plans, Specifications, Special Provisions, and Contract Bonds, also, any and all supplemental agreements or contract change orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

(k) CONTRACT PRICE: Shall mean either the lump sum, unit price, or unit prices to be named in the contract, or the total of all payments under the contract at the lump sum, unit price, or unit prices, as the case may be.

(l) SURETY OR SURETIES: The bondsmen or party or parties, approved by the Engineer, who may guarantee the fulfillment of the contract by bond, and whose signatures are attached to said bond.

(m) RIGHT OF WAY: The whole right of way which is reserved for and secured for use in constructing the improvement.

(n) THE WORK: All the work specified in the Specifications and Contract Documents, including the Special Provisions, proposal and contract, or indicated on the plans as the contemplated complete improvement covered by the contract.

1.02 SIMILARITY OF WORDS. Wherever in the specifications or upon the plans the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it will be understood that the direction, requirements, permission, order, designation, or prescription of the Flood Control Engineer is intended, and similarly the words approved, acceptable, satisfactory, or words of like import, shall mean approved by, or acceptable to, or satisfactory to, the Flood Control Engineer, unless otherwise expressly stated.

## SECTION II - SCOPE OF WORK

### 2.01 WORK TO BE DONE

It is the intent of these General Provisions, Special Federal Provisions, Special Provisions, Detailed Specifications, and the plans herein referred to, that the Contractor shall provide all labor, power, light, water, materials, equipment, tools, scaffolding, machinery, transportation, insurance, permits, bonds, temporary protection, watchmen, and superintendence necessary to construct and complete all work, and to furnish all materials included in the contract, except those furnished by the District and as specifically mentioned in these specifications.

The contract documents are complementary, and the work called for by any one shall be as binding as if called for by all.

2.02 CONSTRUCTION SCHEDULE

The Contractor shall submit at such times as may be requested by the Engineer, a schedule which shall show the order and dates in which the Contractor proposes to carry on the various parts of the work; including estimated completion dates. The District's receipt of such schedule(s) shall not indicate any concurrence by the District in the items or dates described in the schedule(s).

2.03 DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and his representatives.

2.04 ESTIMATE OF QUANTITIES

The quantities of work to be done and the materials to be furnished under this contract are approximate only. The District is not to be held responsible for the accuracy of the estimate of quantities.

The Contractor shall judge for himself, after considering all circumstances and conditions, the costs and quantities of materials involved in the contract. The Contractor shall not at any time assert that there was any misunderstanding in regard to the depth or class of the excavations to be made, or the nature or kind or amount of materials to be furnished for the work.

The Contractor shall not at any time assert that there was any misunderstanding in regard to the nature of the work or the kind or amount of materials to be furnished for the work. The Contractor herewith agrees that he will not ask, demand, sue for, or seek to recover, for compensation in excess of the amounts payable for the various unit costs or lump sum charges for the work, as stipulated in the proposal, which he actually performs as specified.

2.05 FEDERALLY FUNDED PROJECT

This project is wholly or partially federally funded and subject to certain requirements including Affirmative Action requirements, Executive Order #11246, equal employment opportunity and others. The aforementioned are described in the "Special Federal Provisions" section of this bid document.

Furthermore, any instance of inconsistency between Federal, State, or local policies, procedures, or standards, the most stringent shall apply.

2.06 PROTESTS

If the Contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such record or ruling being made, ask, in writing, for written instructions covering protested items of work. Immediately on receipt of written instructions from the Engineer he shall proceed without delay to diligently perform the work in conformance with the written record or ruling. Immediately upon receipt of the written instructions or ruling and before the start of such work, and no later than five (5) business days, the Contractor shall file a



written protest with the Engineer stating clearly and in detail the basis of his protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, or decisions of the Engineer shall be final and conclusive.

2.07 ALTERATIONS

The Contractor understands and agrees that such reasonable alterations and modifications may be made by the Chief Engineer, as may be deemed desirable, and that this may be done without notices to the Sureties on the Contractor's bonds. If such changes result in increased or decreased quantities under the items specified in the Agreement, the Contractor will be paid on the basis of actual quantities as measured by the Engineer, and such changes shall not affect the unit prices bid by the Contractor. If, however, such changes result in delay to the work, the Contractor may request an extension of time on the completion of his contract and the Chief Engineer may grant such extension as the Chief Engineer may deem equitable.

2.08 EXTRA WORK

A. General

The District reserves and shall have the right, for any reason whatsoever, or when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work, or to add work of a different character or function and have the Contractor perform such revised or added work as "Extra Work", when such extra work is considered by the Chief Engineer to be appurtenant to the satisfactory completion of the project.

"Extra Work" is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid; or that work which is indeterminate at the time of advertising and is specifically designated as extra work in the plans and Special Provisions.

The signing of the contract by the Contractor will be deemed to be an agreement on his part to perform extra work, as and when ordered by the Chief Engineer. Notice to the Sureties on the Contractor's bonds will not be given unless the estimated total value of the contract, as changed or supplemented, shall exceed the original total bid price by more than 25%.

If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

Approval of extra work shall be obtained from the Board of Supervisors before such work is authorized to be done, if:

a. For contracts with a total contract price of \$250,000 or less, a change due to extra work exceeds ten percent (10%) of the original contract amount; or

b. For contracts with a total contract price of more than \$250,000, a change due to extra work exceeds \$25,000 plus one percent (1%) of the original contract amount in excess of \$250,000; or

- c. An individual change exceeds \$100,000; or
- d. Cumulative contract changes exceed ten percent (10%) of the original contract amount.

Extra work specially authorized by the Board of Supervisors shall not be included in the cost limitations above stated.

B. Procedure for Extra Work

1. Extra work may not be done by the Contractor without prior request and proper written approval by the District. Upon decision of the District to have extra work performed, the Chief Engineer will so inform the Contractor, acquainting him with the essential details of the new work. The Contractor shall thereupon present in writing a price for said work based upon his estimate of cost and submit said price and estimate to the Chief Engineer whose approval shall be secured before work is started; excepting that the Chief Engineer may, when in the best interest of the District, order the Contractor to proceed with the extra work in advance of the submission of such prices, provided that preliminary estimates, as made by the District, show that the cost will not exceed \$1,000.

2. Prices for extra work shall be prepared by the Contractor on one or both of the following methods, as requested by the District, and submitted to the Chief Engineer for approval:

a. For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead and profit.

b. On a cost basis (force account by the Contractor). The cost of all work done by the Contractor will be computed in the manner described in Section 7.03, and the compensation thus provided shall be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's and foreman's services, timekeeper's services, pickup or yard trucks, except as specifically essential to the work, nor any other overhead expenses incurred in the prosecution of the force account work.

3. Upon receipt of the Contractor's price, the Chief Engineer will make an analysis thereof and adopt one of the following procedures:

a. Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct him to proceed with the work; or direct him to perform the work on a cost plus basis.

b. Have the work performed by District's forces or separate contract, without undue interference or hindrance to the Contractor and without claim or suit by the Contractor for damages on account thereof.

c. Direct the Contractor to proceed with the work and accept payment therefor in the amount as adjudicated later in a court of law.

4. The price agreed to by the Contractor for the extra work shall be full compensation to the Contractor for all labor, materials, equipment or other costs related to the extra work.

#### 2.09 PAYMENT FOR EXTRA WORK

At the end of each month the Contractor shall make and deliver to the Chief Engineer a statement of the cost of the extra work completed during the current month, itemized and in a form satisfactory to the Chief Engineer. Upon verification of said statement by the Chief Engineer, the Contractor's claim for the full amount, as shown on said statement, will be added to the monthly partial payment made in accordance with Paragraph 7.06 of the General Provisions.

#### 2.10 RIGHTS OF WAY

The District shall provide the rights of way upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same. The District will not be responsible for any delay in furnishing the rights of way and such delay shall not be made the basis for a claim for additional compensation by the Contractor. However, in case the failure of the District to furnish the required rights of way delays the prosecution of the work, the time allowed for completion will be extended by a period of time equal to that lost by the Contractor due to such delay.

#### 2.11 CLEANING UP

The Contractor shall, as directed by the Engineer, remove from the District's right of way and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

### SECTION III - CONTROL OF THE WORK

#### 3.01 AUTHORITY OF THE ENGINEER

The Engineer shall have general supervision and direction of the contract under authority of the Board of Supervisors. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate or progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation.

His determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

### 3.02 DETAIL DRAWINGS

The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by his direction.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefor.

### 3.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the elevations, lines, grades, cross-sections, and dimensions shown on the approved plans or as described in the Specifications and Contract Documents. Deviations from the approved plans and working drawings, will in all cases be in the Engineer's discretion and as determined by the Engineer and preauthorized in writing.

### 3.04 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the Special Provisions, the Contractor must bring this to District's attention in writing and shall apply to the Engineer for such further explanations as may be necessary and shall conform to the same part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications; reference shall be made to the Engineer, whose decision thereon shall be final. The requirements in this section shall also apply during the bidding process and before submittal of the Contractor's Proposal.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct. The Contractor will not be allowed to take advantage of errors and omissions in the drawings and specifications. When errors or omissions are found, they will be corrected or supplied by the Engineer.

### 3.05 SUPERINTENDENCE

The Contractor shall keep on his work, continually during its progress, a competent Superintendent responsible for the construction of the work, and any necessary assistants; all satisfactory to the Engineer. All such persons shall be acceptable to the District continuously throughout the duration of the Project. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

### 3.06 LINES AND GRADES

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Engineer for, and has received from him, such lines and grades as may be necessary as the work progresses. The work shall be done in strict conformity with such lines and grades.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

### 3.07 INSPECTION OF WORK

The Engineer and his representatives shall at all times have access to the work during its construction, and shall be furnished with every reasonable opportunity and facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of these specifications. All work done and all materials furnished shall be subject to the Engineer's inspection and approval to ensure design objectives.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contracts as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

### 3.08 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs for this work from any monies due or to become due the Contractor.

### 3.09 EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements and, when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of the capacity for any equipment be exceeded.

All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

### 3.10 FINAL INSPECTION

The Engineer will not make the final inspection until the work provided for and contemplated by the contract has been completed and the final cleaning up performed.

## SECTION IV - CONTROL OF MATERIAL

### 4.01 DISTRICT FURNISHED MATERIALS

The Contractor shall furnish all materials required to complete the work, except those specified in the Special Provisions to be furnished by the District. Materials furnished by the District will be delivered to the Contractor at the points specified in the Special Provisions.

The Contractor will be held responsible for all materials so delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

### 4.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

At the option of the Engineer the source of supply of each of the materials shall be approved by him before the delivery is started. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, subsequently becomes unfit for use shall be used in the work.

Wherever the name, or brand, or manufacturer of an item is specified, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, or as otherwise stated in the Contract Documents, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that the Contractor may propose in the Contractor's bid any equal material, product, thing or service. If the Contractor desires to use any other brand or manufacturer of equal quality or utility to that specified, he shall list definite particulars of that which it considers equivalent to the specified item in its bid. The District will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified, and the District's determination in that regard shall be final and binding upon the Contractor.

#### 4.03 SAMPLES AND TESTS

All tests of materials furnished by the Contractor shall be made by the District in accordance with commonly recognized standards of national organizations, and such special methods and tests as are in use at the District's approved laboratory and described in the Detailed Specifications.

Field tests of materials will also be made by the Engineer when deemed necessary and these tests shall be made in accordance with standard practices of the District.

The Contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material.

Promptly after the approval of the contract, the Contractor shall notify the Engineer of the proposed sources of supply of all materials to be furnished by him, using a form which will be supplied by the Engineer upon request.

Whenever reference is made in these specifications to standard tests or requirements of the laboratory of the District, the American Society for Testing Materials, the American Railway Engineering Association, or the American Association of State Highway Officials, the reference shall be construed to mean the standards that are in effect at the date of these specifications with subsequent amendments, changes, or additions as thereafter adopted and published by the organization referred to.

#### 4.04 DIGGING TRENCHES OR OTHER EXCAVATIONS

Any work that involves digging trenches or other excavations extending deeper than four feet below the surface, then the following terms shall apply:

4.04.1 Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 4.04.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 4.04.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- 4.04.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

4.04.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase

in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4.04.3 In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.04.4 Contractor shall submit to District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Prior to any excavation is commenced, District shall accept said plan. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

4.04.5 Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

4.04.6 Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

#### 4.05 STORAGE OF MATERIALS

Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

#### 4.06 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

#### 4.07 ASSIGNMENT OF CLAIMS

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 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, without further acknowledgment by the parties.

## SECTION V - LEGAL RELATIONS AND RESPONSIBILITY

### 5.01 LAWS TO BE OBSERVED

(a) Compliance with Applicable Law. Reference to and/or incorporation into the Contract Documents of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to the Contract Documents and the accomplishment of the work. Contractor must keep informed as to all such applicable law - Federal, State, County, Municipal, District - as it affects the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that his subcontractors also fully comply with such applicable law.

If at any time Contractor is of the opinion that there is a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, he shall immediately cease work involving such alleged discrepancies or inconsistencies and report the same in writing to the Chief Engineer and shall not proceed with such work until ordered so to do, and in the manner instructed by the Chief Engineer.

Contractor shall protect and defend District, its officers, agents and employees against any claim or liability arising from or based upon any alleged violation of such applicable law. See also Subsection 8.02.

(b) Labor Code - The Contractor shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and its subcontractors shall comply with the provisions of S1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of District's "Determination of Prevailing Wage Rates", copies of said Determination are available from District for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

(c) Equal Employment Opportunity

General - The Contractor shall comply with all applicable non-discrimination and equal employment laws. The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records (including but not limited to certified payroll information) by District and any state or federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this section.

District may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this section. If so, such specific requirements prevail over this section in case of conflict.

Transactions of \$10,000 or under - Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this section. With respect to contracts and subcontracts for indefinite quantities, this section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

Transactions in Excess of \$10,000 but less than \$50,000 - At District's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish District a copy of the plan upon request. District may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by District, setting forth definite goals during the term of this contract.

Transactions of \$50,000 or more - If Contractor has 50 or more employees and a contract for \$50,000 or more, it shall develop and submit to District, within 30 days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has 50 or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the 12 month period immediately prior to award, or the total number of employees Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

Federally Assisted Construction - If this project is a Federally assisted construction project, then the contract provisions contained 41 CFR S60-1.4(b) are incorporated herein and Contractor shall likewise incorporate said provisions in each subcontract entered into by Contractor to perform the work. Federally assisted construction is identified as such in the Notice Inviting Bids.

(d) Registration of Contractors - In order to be considered a prospective bidder must be licensed in accordance with Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(e) Accident Prevention - Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, Subchapters 4 and 5. Specific attention shall be taken of the California Occupational Safety and Health Act of 1973 (commencing with Section 6300 of the Labor Code) and the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596) and rules and regulations issued pursuant to said Acts. Specific reference is made to Article 6 of said Construction Safety Orders. Contractor shall submit to Engineer, who will accept in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations. In event the Contractor's plan does not conform with the shoring system requirements of Article 6, the Contractor's proposed shoring design shall be prepared and signed by a civil or structural engineer registered in the State of California.

The Contractor shall also impose the foregoing requirements on all subcontractors involved and enforce compliance therewith.

The duties here set forth are nondelegable by Contractor who shall protect and defend District, its officers, agents and employees in connection therewith. See Subsection 8.02.

## 5.02 CONTRACTOR'S RESPONSIBILITY

Contractor is under the absolute duty in fulfilling its contractual obligations hereunder to proceed, and cause its subcontractors to proceed, in a safe, workmanlike manner, with adequate safeguards for the protection of the public, the workmen and persons from time to time inspecting the work. If at any time Contractor finds any of its subcontractors are allowing work to proceed in an unsafe manner and contrary to the intent of these Contract Documents, Contractor shall immediately cause such action to stop and immediately take all action necessary to protect workmen, inspectors and the general public and cause the work to proceed in a safe manner.

Contractor shall protect and defend District, its officers, agents and employees in reference to acts or omissions contrary to the above. See particularly Subsection 8.02.

District may withhold funds otherwise due Contractor whenever, in its judgment, this subsection is not being complied with.

## 5.03 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structures where necessary.

## 5.04 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the District upon being so attached or affixed.

## 5.05 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, (including but not limited to: National Pollution Discharge Elimination System (NPDES) and South Coast Air Quality Management District (AQMD) permit requirements), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

## 5.06 ROYALTIES AND PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated on the work, and agrees to indemnify and save harmless the Riverside County Flood Control and Water Conservation District, the Board of Supervisors, the Flood Control Engineer, and their duly authorized representatives, from all suits

at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

5.07 SANITARY PROVISIONS

Necessary conveniences, properly secluded from public observation shall be provided by the Contractor where needed for the use of laborers on the work. Their location, construction and maintenance shall be subject to the approval of the Engineer, and their use shall be strictly enforced. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.

5.08 PUBLIC SAFETY

The Contractor at his own expense shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the bridges, culverts, and work along public highways are under construction; and of any dangerous conditions to be encountered as a result thereof; and he shall erect such warning and directional signs and employ such flagmen as are required and maintain same throughout the construction period.

Full compensation for the work involved in carrying out the precautionary measures above specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

5.09 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property.

All explosives shall be stored in accordance with the provisions of Division II, Part I, Chapter 3, of the Health and Safety Code of the State of California.

5.10 PROVISIONS FOR EMERGENCIES

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever work is undertaken pursuant to the above provisions, Contractor shall promptly file with District a verified report setting forth the nature of the emergency and the action taken by the Contractor by reason of the emergency.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or real property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of all such emergency work shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Engineer, then said cost and expense will be paid by the District and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the District, however, to take such precautionary measures, shall not relieve the Contractor of his full responsibility for public safety.

#### 5.11 UNFORESEEN DIFFICULTIES

All loss or damages, except as noted in Section 8.03, arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements, or from encumbrances in the line of work, shall be sustained by the Contractor.

#### 5.12 ACCESS TO THE WORK

Access to the work from existing roads shall be provided by the Contractor at his expense and maintained in a manner so as not to create a public nuisance. The Board of Supervisors, Flood Control District and Engineer assume no responsibility for the condition or maintenance of any existing road or structure thereon that may be used by the Contractor for performing the work under these specifications and for traveling to and from the site of the work. No direct payment will be made to the Contractor for constructing temporary roads used for construction operations or for improving, repairing, or maintaining any existing road or structure thereon that may be used by the Contractor for performance of the work under these specifications. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of construction work.

#### 5.13 GUARANTEE OF WORK

All work is guaranteed by Contractor for a period of one year from the recordation of the Notice of Completion against defects resulting from the use of inferior materials, equipment, or workmanship. Upon notice from District, Contractor shall promptly remedy such defects at his expense, including payment to District of its expenses in connection with remedying such defects, otherwise District shall proceed to remedy such defects and Contractor shall upon demand reimburse District for its expenses in connection therewith.

The above one year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents.

The performance of guarantee and conditions specified in Section 5.13., shall be secured by a surety bond which shall be delivered by the Contractor to the District prior to the date on which final payment is made to the Contractor. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the District, in the amount of 10% of the final contract price. Said bond shall remain in force for the duration of the guarantee period specified in Section 5.13. Instead of providing such a bond as described above, the Contractor may, at its option, provide for the performance bond furnished under the contract to remain in force for said amount until the expiration of said guarantee period; and the amount of said performance bond may be reduced to 10% of the final contract price beginning at the time of recordation of the Notice of Completion.

#### 5.14 DAMAGES BY ACT OF GOD

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the District, may, without prejudice to any other right or remedy, terminate the contract.

### SECTION VI - PROSECUTION AND PROGRESS

#### 6.01 PROGRESS OF THE WORK

The Contractor shall begin the work within ten (10) calendar days after the date of the receipt by him of notice to proceed from the Chief Engineer and shall diligently and continuously prosecute the same to completion within the time limit provided in the Special Provisions.

#### 6.02 OVERTIME WORK AND WORK AT NIGHT

It is intended that the Contractor prosecute the work on a five (5) day, forty (40) hour work week with no work on legal holidays. If the Contractor feels it is necessary to work more than the normal forty (40) hour work week, he will make a written request for permission from the Engineer, outlining the reasons for such request. The decision of granting permission for overtime work shall be made by the Engineer and shall be final. A condition will be imposed on the granting of a request to work overtime, requiring the Contractor to pay the District the cost incurred at overtime rates for additional inspection and engineering time required in connection with the overtime work.

When any work is performed at night, only such classes of work shall be done as can be properly inspected. Adequate light must be provided for the safety of the workers and for proper inspection.

#### 6.03 SUBCONTRACTING

Reference is made to the Subletting and Subcontracting Fair Practice Act contained in the Public Contract Code (commencing §4100). By this reference, said Act is incorporated herein

with like effect as if it were here set forth in full and the parties shall abide by its terms and substitution shall be only as allowed by that Act.

Contractor shall be responsible for the acts and omissions of its subcontractors and shall make certain that at all times its subcontractors comply with the terms of the Contract Documents and applicable law insofar as such compliance relates to the work.

District reserves the right to approve all subcontractors whether or not they are required to be listed in the Contractor's Proposal. As used in this section "subcontractor" includes any person who fabricates or manufactures any article for incorporation into the work whether or not they install or test after installation or contract to install or test after installation, but does not include suppliers of fungible goods for incorporation into the work unless such supplier also installs or tests or contracts to install or test.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The Contractor shall perform with his own organization work of a value amounting to not less than 60% of the remainder obtained by subtracting from the total original contract value the sum of any item designated herein or in the Special Provisions as Specialty Items. The furnishing and placing of reinforcing steel, when placing is performed by the supplier, will be considered as a Specialty Item for this purpose; however, he shall be designated in the list of subcontractors. The value of the work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Where a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

#### 6.04 CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on this work.

#### 6.05 TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.



## 6.06 TIME OF COMPLETION AND DAMAGES

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the Special Provisions. Liquidated damages shall apply as stated in the Special Provisions and the Contract Documents.

A working day is hereby defined as any day; except Saturdays, Sundays, and legal holidays and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations; on which the Contractor is not prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 60% of the normal labor and equipment force engaged in such operation or operations for at least five hours toward completion of such operation or operations.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr.'s Birthday, Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas; and such other days as are declared holidays by ordinance passed by the Board of Supervisors of the District.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limit specified in the Special Provisions will cause District to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, inspection expense, cost of maintaining or constructing alternate facilities and injury to the property of the District or others. The daily cost to the District for inspection and superintendence by the District shall be the amount specified in the Special Provisions. The District may withhold from any money due or that may become due the Contractor under the contract, such amount as the District may elect to offset the damages incurred and any withholding or failure to withhold shall not in any way limit recovery for damages actually incurred.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Board of Supervisors shall have the right to extend the time for completion or not, as may seem best to serve the interest of the District, and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the District, encountering unknown utility facilities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather or delays of subcontractors due to such causes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within 10 days from the beginning of any such delay, and his findings of the facts thereon shall be final and conclusive. Contractor shall not be assessed damages for delay in the completion of the project, when such delay was caused by the failure of the District or the owner of the utility facilities.

The term "severe weather" shall be construed to mean only such weather as is unreasonable or extraordinary and in the opinion of the Engineer, the work could not be prosecuted by the Contractor during the period throughout which such weather prevailed.

#### 6.07 DELAYS AND EXTENSION OF TIME

If delays are caused by unforeseen causes beyond the control of either the Contractor or the District, such as war, strikes, fire, floods, or other action of the elements, such delays will entitle the Contractor to an equivalent extension of time for the completion of the contract, but the Contractor shall not be entitled to damages or additional payments over and above the contract price due to delay caused by any of the above-mentioned causes. Furthermore, if the Contractor suffers any delay caused by the failure of the District to furnish the necessary right of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the work to be done after written request therefor has been made, the Contractor shall be entitled to an extension of time equivalent to the time lost for any of the above-mentioned reasons, but shall not be entitled to any damages for such delay.

#### 6.08 ASSIGNMENT

The contract may be assigned only upon written consent of the District. Such written consent to sublet, assign or otherwise dispose of any portion of the contract, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

#### 6.09 TERMINATION OF CONTRACT

Subject to all applicable provisions of these specifications and/or the contract to be entered into hereunder, the Engineer is hereby empowered to direct the time and rate of delivery of materials at the site of work and to direct the time, rate and sequence of work. If the Contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of materials, or to execute the work in the manner and at such locations as directed by the Engineer, or fails to maintain a program of work in such a manner as will, in the judgment of the Engineer inure to interests of the District, or, if in the judgment of the Engineer, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Chief Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the Contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the

District, then the District may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account or by letting the unfinished portion of the work to another Contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the Contractor and his Surety and may be deducted from any money due or becoming due from the District, and if the sums due under the contract are insufficient, said Contractor and/or his Surety shall pay to the District within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the Contractor's place in this contract in all respects for that part and shall be paid by the District for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the Contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

## SECTION VII - PAYMENT

### 7.01 SCOPE OF PAYMENTS

The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, except as hereinbefore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Board of Supervisors; and for all risks of description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

7.01A Measurement and Computation of Quantities - All items of the work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with United States Standard Measures. A ton shall mean 2,000 pounds, avoirdupois. Except as otherwise expressly provided in the specifications, the methods of measurement and computation of quantities of such items will be determined by the Engineer, taking into account the price of the item relative to its quantity and the costs of measurement.

The weights of metalwork, pipe, and other metal parts to be paid for by weight will be determined by the Engineer on the basis of handbook weights, scale weights, or manufacturer's catalog weights, or in the absence of any of the foregoing, on the basis of estimated weights; provided, that weights of nonmetallic coatings will be excluded.

7.01B Payment at Contract Prices - The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work, materials and equipment incidental to the item but not specifically shown or described in the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefor.

The contract prices shall include full compensation for all costs of any work, materials, and equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

#### 7.02 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done and no allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

#### 7.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, compensation will be determined as follows:

7.03A Work Performed by Contractor - The Contractor will be paid for labor, materials, and equipment rental as hereinafter provided, except where agreement has been reached to pay in accordance with Section 7.03B. Only materials incorporated in the work will be paid for.

To the total computed as provided in Sections 7.03A(1), 7.03A(2) and 7.03A(3) will be added the following percentages:

Labor	-	24%
Materials	-	15%
Equipment Rental	-	15%

It is understood labor, materials, and equipment may be furnished by the Contractor or by the subcontractor or by others on behalf of the Contractor.

When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work and no additional payment therefor will be made by the District.

7.03A(1) Labor - The Contractor will be paid the cost of labor for the workmen used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

7.03A(1a) Actual Wages - The actual wages paid will be as published by the Director of Industrial Relations of the State of California for the region where work is performed and that are in effect at the time of award of the contract. The classification of workmen used shall not be in excess of the industry standard for the region where work is performed. Copies of the published labor rates are on file at the District office.

7.03A(1b) Labor Surcharge - To the actual wages as defined in Section 7.03A(1a), will be added a labor surcharge set forth in the Special Provisions, which labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws

and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7.03A(1a) and subsistence and travel allowance as specified in Section 7.03A(1c).

7.03A(1c) Subsistence and travel allowance paid to such workmen as required by collective bargaining agreements.

7.03A(2) Materials - The cost of materials incorporated in the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

7.03A(2a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that such discount may not have been taken.

7.03A(2b) If the materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

7.03A(2c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or on the current wholesale price for such materials delivered to the job site whichever price is lower.

7.03A(2d) If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 7.03A(2a).

7.03A(2e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Section 7.03A(2d).

The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

7.03A(3) Equipment Rates - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Special Provisions, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the Special Provisions, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators will be paid for as provided under Section 7.03A(1).

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$25.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

In computing the rental time of equipment, less than 30 minutes shall be considered ½ hour.

7.03A(3a) Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

7.03A(3b) Equipment not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Special Provisions or as agreed to as provided in Section 7.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

(2) The District will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

(5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0.....	4
0.5.....	4.25
1.....	4.5
1.5.....	4.75
2.....	5
2.5.....	5.25
3.....	5.5
3.5.....	5.75
4.....	6
4.5.....	6.25
5.....	6.5
5.5.....	6.75
6.....	7
6.5.....	7.25
7.....	7.5
7.5.....	7.75
8.....	8
Over 8.....	hours in operation

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.

When daily rates are listed, payment for 1/2 day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting, loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

7.03B Work Performed by Special Forces or Other Special Services - When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15% in lieu of the percentages provided in Section 7.03A.

7.03C Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The Contractor shall furnish the Engineer report sheets in duplicate of each day's extra work paid for on a force account basis no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 7.03B. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 15 days after acceptance of the work, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in Section 7.03A(2a).

Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Engineer will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis on daily extra work report forms furnished by the District. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.



The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the District, during the life of the contract and for a period of not less than 18 months after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor expressly guarantees that the cost records of such other forces shall be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7.03D Payment as provided above in Sections 7.03A and 7.03B shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor.

#### 7.04 ACCEPTANCE

The work shall be inspected for acceptance by the Engineer promptly upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

The structures will not be finally accepted until the completion of the entire work under the contract.

#### 7.05 DEDUCTIONS FROM PAYMENTS

The Riverside County Flood Control and Water Conservation District, by and through the Board of Supervisors or other appropriate District officer or officers, may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims, provided that sworn statements of said claims shall have been filed in the office of the District or in the office of any other District officer or officers having jurisdiction thereover.

#### 7.06 PARTIAL PAYMENTS

On or about the last day of each month, the Engineer shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The District shall retain 5% of such estimated value of the work done as part security for the fulfillment of the contract by the Contractor. At no time shall the amount retained by the District be less than 5% of the total value of the work completed at the time such payments are made.

After deducting all previous payments and all sums to be kept or retained under the provisions of the contract, the District shall make monthly progress payments to the Contractor. No such estimate or payment shall be required to be made when, in the judgment of the Chief Engineer, the work is not proceeding in accordance with the provisions of the contract.

In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to ensure performance under the contract. Such substitution shall be made only upon a separate agreement between the District and the Contractor which contains terms and conditions in compliance with all laws applicable to monies withheld under the contract.

#### 7.07 DELAYED PAYMENTS

All the monies due the Contractor under the contract will be paid by demand on the Treasurer of the District, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of contract on the part of the District.

#### 7.08 FINAL PAYMENT

The Engineer, after the completion of the contract, shall make a final estimate in writing to the Board of Supervisors of the amount of work done thereunder, and the value of such work, and the District shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payment shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 45 days from the date of acceptance of the work by the Board of Supervisors.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Riverside County Flood Control and Water Conservation District, the Board of Supervisors, and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### 7.09 CLAIMS RESOLUTION - CLAIMS UP TO \$375,000

In accordance with Public Contract Code Section 20104 - 20104.8 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved following the statutory procedure.

1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before processing of the final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.

(a) Claims under \$50,000. The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be requested and provided upon mutual agreement of the District and the claimant. The

District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

(b) Claims over \$50,000 but less than or equal to \$375,000. The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be requested and provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

2. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period, the claimant may so notify the District within 15 days of the receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code § 900 et seq. and Government Code § 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied as a result of the meet and confer process, including any time utilized for the meet and confer conference.

4. If a civil action is filed to resolve any claim, the provisions of Public Contract Code § 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

5. Location for Filing of Claims, Jurisdiction. Any legal action related to the performance of the work or the terms of the Contract Documents shall be filed only in the Superior Court of the State of California located in Riverside, California.

#### 7.10 CLAIMS RESOLUTION - ALL CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

This section is intended to help resolve disputes between the parties related to this project. Such disputes shall be brought to the attention of the District at the earliest possible time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly undertaken. Claims must be filed on or before the date of final payment as required in Public Contract Code Section 20104.2. Public works claims which arise between the Contractor and the District shall be resolved using the following procedure:

A "claim" means a separate demand by the Contractor sent by registered mail or certified mail return receipt requested for one or more of the following: (a) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by or on behalf of the

Contractor and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; (c) payment of an amount that is disputed by the District. The Contractor shall furnish reasonable documentation to support the claim.

A. Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the District at the address provided herein this Section 7.10. The Contractor's written Claim must include, but not limited to, the following:

- 1) A statement to identify that it is a Claim under this Section 7.10, on a company letterhead, and a request for a decision on the Claim;
- 2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) Citation to contract provisions;
- 4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- 5) Complete pricing of all cost impacts;
- 6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- 7) Documentation, District letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

Mr. Claudio M. Padres  
Chief of Design and Construction Division  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501

B. Claims Procedure

- 1) Upon receipt of a Claim and the supporting documentation, the District shall conduct a reasonable review of the Claim and within 45 days, or an extended period as may be set by mutual agreement of the District and

Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

- 2) Notwithstanding the time period set forth in B.1) above, if the District needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of the Claim, the District shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.
- 3) Any payment due on the undisputed portion of the Claim under this section shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this Section 7.10 shall bear interest at 7% per annum. If the District fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the District to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 4) If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the District shall schedule a meet and confer conference within 30 days.
- 5) Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard

to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

- 6) For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section 7.10 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- 7) If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this section do not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 8) Following the procedures set forth in this Section 7.10, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 9) If the Government Code claim is denied, Contractor may file an action in court. If a civil action is filed to resolve any claim, such action shall be subject to the provisions of Public Contract Code Sections 9204 or 20104.4 and shall be followed, providing for non-binding mediation and judicial arbitration. This section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

C. Subcontractor Claim(s)

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation as set forth in Section 7.10 to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the

Claim to the District, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

D. Consistency with Public Contract Code Sections 9204 and 20104

If any Claim(s) arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of those statutory sections require a procedure or procedural element different from that established in this Contract, then the provisions of those statutory sections shall apply in place of the conflicting procedure or procedural element established herein.

E. Any legal action related to the performance of the work or the terms of the Contract Documents shall be filed only in the Superior Court of the State of California located in Riverside, California.

SECTION VIII - GENERAL

8.01 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise rearranging any facilities interfering with the progress of the work.

Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefor.

8.02 INSURANCE - INDEMNIFICATION/HOLD HARMLESS/DEFEND

1. Insurance.

Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to District and has been approved as to form by Riverside County Counsel.

Without limiting or diminishing the Contractor's obligation to indemnify, defend or hold the District harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. In respects to the requirements for the Project and as further described in this section, the District herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, and any municipal corporation or governmental entity in which the work is to be accomplished, their respective directors, officers, Board of Supervisors, governing boards or councils, employees, elected and appointed officials, agents, representatives as Additional Insured.

Workers' Compensation - If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability

(Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the District and County of Riverside.

Commercial General Liability - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$2,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability - If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Builder's Risk - Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance by the District, Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Builder's Risk Insurance shall include theft and damage coverage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include the District, County of Riverside, the Contractor and its subcontractors as their interests may appear.

Professional Liability - Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

Pollution and Asbestos Liability - If hazardous material is encountered during construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Contractor performing work shall obtain and keep in effect during the term of their contract with Contractor, Pollution Liability Insurance, including Asbestos Liability Insurance, covering the subcontractor's liability for bodily injury, property damage, and environmental damage



resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$4,000,000.

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

General Insurance Provisions - All lines -

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the District, and at the election of the District's Risk Manager, Contractor's carriers shall either, 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the District's Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 30 days written notice shall be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor ***shall not commence operations until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be

construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e) The District's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), the District reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the District's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District.

h) Said insurance must contain an endorsement that District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder. Said insurance must not contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property, i.e., the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier(s) will give District 30 days written notice prior to cancellation of the insurance or a reduction in coverage; must state that the "x c u" exclusions are waived or do not exist in the policy(s); and that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder.

The cost of this insurance shall be included in the prices bid for the various items of work and no additional compensation will be made therefor.

## 2. Indemnification - Hold Harmless and Defend.

Contractor shall indemnify and hold harmless the District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, together with its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, relating to or in any way connected with or arising from the accomplishment of the work, whether or not in furtherance of the work, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have

the right to adjust, settle, or compromise any such action or claim without the prior consent of the District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to District the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

### 3. Obligations.

The obligations assumed by Contractor cover all obligations set forth in this subsection and elsewhere in the Contract Documents, such as Subsections 5.01, 5.02, 5.05, 5.06, 5.08, 5.09, 5.10, 10.01, and 10.02.

### 8.03 PUBLIC UTILITIES

The locations of all pipelines, power lines, communication lines and other utility components known to District to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific Special Provision(s). Size, location and characteristics of such utilities is based upon information made available to District - primarily from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

In addition to the drawings and any such provision regarding utilities, Contractor is under a duty to take into account the location of service laterals or other appurtenances which can be inferred from the presence of facilities such as buildings, meters and junction boxes in or about the limits of the work.

Unless otherwise directed by the Contract Documents, all existing utilities - where shown or described or not - shall be left in place and Contractor must conduct its operations so that such utilities are protected from damage at all times during the course of the work and the work must be accomplished so as to give such utilities proper protection and support upon completion of the work by Contractor.

If during the course of the work, Contractor discovers underground utility components not indicated in the drawings, the Special Provisions or elsewhere in the Contract Documents, Contractor must immediately notify, in writing, the Engineer and the utility company (public or private) involved, stating with exactness the condition found.

When Contractor encounters a utility not shown or described in the Contract Documents, Contractor shall cease all work which would disturb such utility and its support until given specific instructions as to how to proceed regarding such utility by Engineer. All work done by Contractor to protect existing utilities shown or described in the Contract Documents, or which can be reasonably inferred from the presence of other visible facilities, is at Contractor's expense, the cost of which is deemed included in Contractor's Proposal to do the work.

Contractor's cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility components and facilities not indicated in the drawings, specifications or elsewhere in the Contract Documents with reasonable accuracy, shall be paid Contractor as Extra Work as provided in Subsection 2.08 and Subsection 7.03 of these General Provisions. Compensation for idle time of equipment shall be paid as provided in Section 8-1.07C, "Payment Adjustments", of the State Standard Specifications. No surcharge rates for equipment will be applied for idled equipment.

District may direct the Contractor to do such repair or relocation work as required. When such repair or relocation work is not elsewhere provided for in these Contract Documents, or reasonably inferred therefrom, a requirement of District that Contractor perform such work shall be compensated for as Extra Work pursuant to Subsections 2.08 and 7.03 of these General Provisions.

Contractor shall not be assessed liquidated damages for delay in completion of the project, if such delay is caused by failure of District, or the owner of the utility in question, to provide for removal or relocation of the utility involved.

#### 8.04 PROTECTION OF EXISTING STREET FACILITIES

The Contractor shall be responsible for the protection of existing signs, fences, concrete curbs, gutters and other facilities which may be encountered. The replacement or repair of any facilities which the District deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the Engineer.

Excavation within the street right of way shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. Hydrants under pressure, valve pipe covers, valve boxes, curb stop boxes, fire or police call boxes, or other utility controls shall be left unobstructed and accessible during construction.

#### 8.05 DIVERSION AND CONTROL OF WATER

Unless otherwise provided in the Proposal, no separate payment will be made for diversion and control of surface or groundwater. All costs incidental to maintaining dry working areas shall be included in the unit prices paid for other items of work in the schedule.

#### 8.06 DUST ABATEMENT

During the performance of all work included in the contract, the Contractor shall take the necessary precautions to save the District free and harmless from any loss or damage resulting

from his operations that raise or produce dust in such amounts that will be objectionable, and/or cause damage to adjacent property or property owners.

The Contractor will be required to have a positive and continuous method of dust control which is satisfactory to the Engineer. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any of the work included in the contract. All costs incidental to dust control shall be included in the unit prices paid for other items of work in the schedule.

#### 8.07 PROJECT SIGNS

The Contractor shall erect project signs at the locations designated by the Engineer.

No separate payment will be made for erecting the project signs and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

#### 8.08 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

Where the District has made investigations of subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or Contractors may, upon request, inspect the records of the District as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the District.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the District in its use thereof and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the District's investigation or subsurface conditions is included with the contract plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the District as to the character of the materials encountered by it in its test borings, is included in the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section 8.08.

No information derived from such inspection of records of investigations or compilation thereof made by the District or from the Engineer, or his assistants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract.

#### SECTION IX - WATERING

##### 9.01 DESCRIPTION

This work shall consist of developing a water supply for all water required for the work. The application of the water shall be under the control of the Engineer at all times and shall be applied in the amounts and at the locations approved by the Engineer.

At least one mobile unit of at least 1,000-gallon capacity for applying water shall be available on the project at all times.

Water for compacting embankment material and for laying dust shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

No separate payment or additional allowances will be made for this work and all costs in connection therewith will be considered as included in other items in the schedule.

#### SECTION X - PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS

##### 10.01 GENERAL

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

##### 10.02 SIGNS

It shall be the responsibility of the Contractor to provide and maintain all lights, barricades and signs, both on and off the site of work, as required by the Engineer, and all such devices shall be of a type approved by him.

If, in any case, the Engineer finds it necessary to replace, add to or erect said barricades, signs, or lights, when the Contractor fails to do so when informed, the Contractor shall be billed for all costs thereof including a daily rental fee for signs.

No separate payment, unless otherwise provided for under the Special Provisions, will be made for traffic control and detour signing and all costs incidental to these items shall be included in the unit prices paid for other items of work.

#### 10.03 MATERIALS STORAGE

Storing or stockpiling of excavated material, imported backfill material or construction materials on any street or highway will not be permitted except as approved in writing by the Engineer.

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SPECIAL FEDERAL PROVISIONS



## SPECIAL FEDERAL PROVISIONS

### SECTION 1 – SPECIAL FEDERAL PROVISIONS

1.1 Remedies - Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ A the Contactor shall refer to Section VI - Prosecution and Progress, Subsection 6.09 of the General Provisions.

1.2 Termination for Cause and Convenience - Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ B the Contactor shall refer to Section V - Legal Relations and Responsibility, Subsection 5.14, and Section VI - Prosecution and Progress, Subsection 6.09 of the General Provisions.

1.3 Equal Employment Opportunity - The regulation at 41 C.F.R. Part 60-1.4(b) requires the following contract clause.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.4 Contract Work Hours and Safety Standards Act - The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The Riverside County Flood Control and Water Conservation District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

1.5 Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

#### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Riverside County Flood Control and Water Conservation District and understands and agrees that the Riverside County Flood Control and Water Conservation District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Riverside County Flood Control and Water Conservation District and understands and agrees that the Riverside County Flood Control and Water Conservation District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1.6 Debarment and Suspension - Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Riverside County Flood Control and Water Conservation District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Riverside County Flood Control and Water Conservation District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.7 Byrd Anti-Lobbying Amendment - Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification

*APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING*  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

1.8 Procurement of Recovered Materials - The District and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.

- (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

1.9 Access to Records - The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Riverside County Flood Control and Water Conservation District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Riverside County Flood Control and Water Conservation District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

1.10 Changes - The Contractor shall refer to Article 2 Bidding Procedures, Subsection 2.9 of the Instructions to Bidders, Section II – Scope of Work, Subsection 2.07, Subsection 2.08, and Section III – Control of the Work, Subsection 3.03 of the General Provisions.

1.11 Department of Homeland Security (DHS) Seal, Logo, and Flags - The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

1.12 Compliance with Federal Law, Regulations, and Executive Orders - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.13 No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

1.14 Program Fraud and False or Fraudulent Statements or Related Acts - The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



SPECIAL PROVISIONS  
AND  
DETAILED SPECIFICATIONS

## SPECIAL PROVISIONS

### SECTION 1 - GENERAL

1.1 Drawings and Specifications - These documents are for the construction of **Leach Canyon Dam, Stage 90 Spillway Restoration**, located in Riverside County, California. This work shall conform with the contract drawings indexed on the cover sheet of the drawings included herewith.

Referenced standard drawings are available on the District web site.

The Contractor shall copy any of the referenced District standard drawings from <http://www.rcflood.org>.

The Contractor shall be responsible to obtain referenced standard plans/drawings of various agencies from their respective office or web site.

References made in these Special Provisions or Detailed Specifications to the "Greenbook Specifications" refer to the "Greenbook" Standard Specifications for Public Works Construction, current edition, including supplements. Standard Specifications of the American Society for Testing and Materials shall be designated by ASTM and the appropriate number of the standard. Unless otherwise specified, wherever the words "Caltrans Specifications" are used in these Special Provisions or Detailed Specifications they shall mean the Standard Specifications of the State of California, Department of Transportation, 2018 edition. Whenever the words "Caltrans Standards" are used they shall mean the Standard Plans of the State of California, Department of Transportation, 2018 edition, unless otherwise noted.

In the event that discrepancies are encountered, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

In case of conflict between the drawings and the specifications, the drawings shall govern; in case of conflict between the referenced specifications and these specifications, the latter shall govern.

1.2 Submittals to District - Submittals shall be sent in the form of email or postal carrier to the attention of the Engineer. The Contractor shall allow the Engineer ten (10) working days from the time of receipt of the submittal (mailing time is not included) to review and respond in writing.

### SECTION 2 - TIME OF COMPLETION, DAMAGES AND LEGAL HOLIDAYS

2.1 General - The Contractor shall begin work within ten (10) calendar days after the date of receipt of Notice to Proceed from the Engineer and shall diligently prosecute the same to completion before the expiration of

### THIRTY-FIVE (35) WORKING DAYS

from the date of receipt of Notice to Proceed.

2.2 Damages - The Contractor and the District expressly agree that the cost to the District for inspection and superintendence of the work for this contract is \$1,600.00 per working day.

2.3 Legal Holidays - The Contractor will not be permitted to work on Legal Holidays (Reference Sections 6.02 and 6.06 of the General Provisions), except in cases of emergency as directed by the Engineer.

### SECTION 3 - FORCE ACCOUNT PAYMENT

3.1 Labor Surcharge - Attention is directed to the provisions of Section VII, Article 7.03A(1b) of the General Provisions. The labor surcharge percentage to be applied to the actual wages paid as defined in Paragraph 7.03A(1a) will be twenty-four percent (24%).

3.2 Equipment Rental - Attention is directed to the provisions of Section VII, Article 7.03A(3) of the General Provisions. The equipment rental rates to be applied will be the rates published by the California Department of Transportation and in effect at the time of the award of the contract. A copy of said Equipment Rental Rates is on file at the District Office.

### SECTION 4 - PROTECTION OF EXISTING UTILITIES

4.1 General - All existing underground utility lines, power poles and overhead wiring shall be protected in place at all times, except as noted otherwise on the plans. Any damage to utilities caused by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

Prior to the commencement of any construction activities, the Contractor shall contact all utility companies and local municipalities servicing the project area to review as-built utility drawings and determine appropriate means of protecting utilities.

At the discretion of the Engineer, the Contractor may be required to verify, by potholing, the location of potentially affected utilities.

### SECTION 5 - PROJECT SITE MAINTENANCE

Through all phases of construction, the Contractor shall comply with the provisions of Section 3-12 of the Greenbook Specifications. Before final acceptance of the work, the Contractor shall clean the work and the site of the work of all falsework, temporary structures, other construction materials and equipment, excess materials and rubbish, and shall leave the work and the site in a neat and presentable condition. Such final cleanup work shall be performed within the time specified for completion of all of the work.

## SECTION 6 - SPECIAL REQUIREMENTS

6.1 National Pollutant Discharge Elimination System (NPDES) - The Contractor shall comply with the requirements of Board Order No. R8-2010-0033 (NPDES No. CAS618033), NPDES Area-Wide Municipal Stormwater Permit, hereafter referred to in this Section as the "Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - Santa Ana Region. This Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. The Contractor shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Section 29 "Stormwater and Non-Stormwater Pollution Control" of the Detailed Specifications.

**The Contractor's attention is directed to: 1) Section 29.2 "General Requirements" which allows the Engineer to withhold progress payments if the Contractor fails to fully implement Section 29 "Stormwater and Non-Stormwater Pollution Control" or is deemed to be in non-compliance with the provisions of the Permit; 2) Section 29.3 "PRDs Preparation and Approval" which requires that the PRDs be prepared and approved prior to the Pre-Construction meeting; and 3) Section 29.6 "SWPPP Implementation" which allows the Engineer to suspend construction operations if the Contractor fails to implement the approved SWPPP and any amendments thereto.**

6.2 Sanitation - Sewage flows shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. If pumping is required it shall be done at the expense of the Contractor. A backup pumping system with equal capacity shall be provided at all times. Sewage shall not be permitted to flow in trenches or be covered by backfill.

6.3 Confined Space Compliance - The Contractor shall comply with all Cal/OSHA safety regulations including regulations concerning confined space and for maintaining a safe working environment for Contractor and District employees on the site. The Contractor shall develop and maintain a confined space procedure specific to this contract that complies with the requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations and the District Confined Space Procedure, SOM-18. A copy of SOM-18 can be obtained from the District office, 1995 Market Street, Riverside upon request.

Within five (5) days after the award of the contract, the Contractor shall submit three (3) copies of the procedure to the Engineer for review and approval. The Contractor shall allow the number of working days specified in Section 1.2 of these Special Provisions for the Engineer to review the procedure. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the procedure within three (3) working days of receipt of the Engineer's comments and shall allow four (4) working days for the Engineer to review the revisions. The Contractor must submit three (3) copies of the approved procedure to the Engineer prior to the pre-construction meeting.

The procedure shall provide for recording of data to develop a history of acceptable atmosphere within the confined space. That history will include:

1. Calibration schedule of a direct reading confined space meter by trained personnel.
2. Daily monitoring and recording of the confined space atmosphere with a calibrated direct reading confined space meter.
3. Records of Items 1 and 2 shall be maintained onsite and copies given to the Engineer.
4. The records shall indicate if readings are of natural or mechanically enhanced ventilation.

In addition, the procedure shall include daily tours of the job site with the Engineer to ensure inlets to the confined space are free of obstruction or substances that might affect the atmosphere of the confined space.

The Contractor will be required to keep a direct reading confined space meter onsite for the duration of the contract. The meter shall be calibrated according to the schedule specified in the Contractor's confined space procedure and shall be made available for the Engineer's use upon request.

6.4 Heavy Equipment Working Hours - Heavy construction equipment shall be allowed to work from 7:00 a.m. to 3:30 p.m. each normal working day, unless otherwise approved by the Engineer.

6.5 Toxic Material Disposal - Toxic materials including oil, fuel oil, gasoline, coolant, fluid filters and other contaminants shall not be discharged within the project site. All such materials shall be transported offsite and disposed of at a County approved facility.

6.6 Survey Crew - The Contractor shall notify the Engineer in writing at least 48 hours prior to new construction staking and shall provide safe and unobstructed access to the staking area within this period. Should the staking area be inadequately prepared, unsafe, or obstructed when the District's Survey Crew arrives onsite to perform the new construction staking, the Contractor shall be subjected to delay charges as defined below.

Survey Crews will be available Monday through Thursday from 7:00 a.m. to 3:30 p.m., with a half-hour off for lunch. If the Contractor requires the Survey Crew to work beyond the specified time mentioned above, it shall be considered as overtime and shall be paid by the Contractor at 1.5 times the Survey Crew's hourly rates.

The Contractor shall carefully preserve benchmarks, reference points, and stakes. In case of willful or careless destruction, the Contractor shall be charged with the resulting expense, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

If the District's Survey Crew incurs delays or survey re-staking is required as a result of the Contractor's operations, the Contractor shall be charged a rate of \$250/hour, with a minimum charge of two (2) hours for each re-staking request. Payment shall be deducted from the monthly progress payment.

6.7 Survey Monuments - The Contractor shall salvage and give to the District all survey monuments and wells removed during construction. The District will reset monuments after construction.

6.8 Job Trailer Site - The Contractor is required to provide a site and install an office trailer for District personnel. This trailer shall be in good condition and located in a place acceptable to the District. The trailer shall be for the sole use of the District and shall not be used by the Contractor for any activity, including storage. The Contractor shall make provisions for the privacy and security of the office, and provide air conditioning, drinking water, electrical service, and a private portable toilet for the inspector. The Contractor shall also provide two office chairs and a desk suitable for reviewing plans. The Contractor shall pay the monthly billings for these services. The trailer shall be fully operational and available to District personnel on the first day of work. Should the trailer or office not be available and in working condition, it is agreed by both parties at the time of entering this contract that damages in the amount of \$3,000 per month shall be assessed. It is agreed that this amount may be prorated and shall be deducted from the first contract payment and any successive payments covering any period that the facilities are unavailable.

6.9 Construction Tolerances - Variation in alignment, grade and dimensions of the structures and structural components from the established alignment, grade and dimensions shown on the drawings shall be within the tolerances specified in the following:

Departure from established alignment		2 inches on tangents 4 inches on curves
Departure from established profile grade	Channel bottoms, channel sideslopes in cut and fill, levee and access road sideslopes in cut	Zero <u>above</u> and 3 inches <u>below</u> the specified grade
	Top surfaces of levees and access roads in both cut and fill, levee and access road sideslopes in fill	Zero <u>below</u> and 3 inches <u>above</u> the specified grade

Regardless of the construction tolerances specified, the excavation and grading shall be performed so that the finished surfaces are in uniform planes with no abrupt breaks in the surface.

Departure from established alignment		2 inches on tangents 4 inches on curves
Departure from established profile grade		1 inch
Variation in thickness of lining, sideslopes and invert		5 percent of specified thickness provided average thickness is maintained

Variation from specified width of section at any height		0.0025 times specified width W plus 1 inch. 0.0025W + 1 inch
Variation from specified height of lining		0.005 times specified height H plus 1 inch. 0.005H + 1 inch
Variation in surfaces (gradual)	Invert Sideslopes	¼ inch in 10 feet ½ inch in 10 feet
Variation in surfaces (abrupt)		¼ inch

Gradual Variation tolerance shall be measured by placing a 10-foot straightedge anywhere on the finished concrete structure within 72 hours after concrete placement. The gap at any point between the straightedge and the concrete shall not exceed the specified amount.

Departure from established alignment		1 inch on tangents 2 inches on curves
Departure from established profile grade		1 inch
Inside dimensions		0.005 times specified dimension
Variation from the plumb or the specified batter in the lines and surfaces of walls, piers and in arises	Exposed, in 10 feet Backfilled, in 10 feet	½ inch 1 inch
Variation in cross-sectional dimensions		Minus ¼ inch Plus ½ inch
Variation in surfaces (gradual)	Invert Soffits, Walls, Sideslopes	¼ inch in 10 feet ½ inch in 10 feet
Variation in surfaces (abrupt)		¼ inch

Variance from indicated position	Spacing between adjacent bars and the distance between layers of bars	one bar diameter nor more than one inch
Concrete cover measured perpendicular to steel in the direction of tolerance		¼ inch

Elements not meeting these requirements shall be removed and replaced as directed by the Engineer.

6.10 Surplus Excavated Material - Any stockpiling, grading or disposal of material outside of the project limits is not covered under the District's permits and is the sole responsibility of the Contractor. Regulatory permits that may be required include, but are not limited to, Federal Clean Water Act (Sections 401 and 404), California Fish and Game Code (Section 1602) and Federal/State Endangered Species Acts. All costs to obtain these Regulatory Permits shall be borne by the Contractor.

6.11 Project Signs - Supplementing Section 8.07 of the General Provisions, the Contractor shall be required to provide two new project signs. The Contractor shall install and maintain the

project signs at locations specified by the Engineer, with painting and lettering as shown in Appendix "B" of these Special Provisions. The signs shall be installed as directed by the Engineer within five (5) days after District issuance of the Notice to Proceed. Upon completion of construction, the signs shall be removed.

6.12 Liability Insurance - The Contractor's attention is directed to Section 8.02, Insurance - Indemnification/Hold Harmless/Defend, of the General Provisions.

6.13 Accidental Discovery - In the event that any human remains, hazardous materials, historical, archaeological, or paleontological resources are accidentally discovered within project limits, the Contractor shall immediately cease all construction or ground disturbance activity in the vicinity of find and notify the Engineer. District will provide the appropriate professional to assess the significance of the discovery and, if necessary, develop appropriate management and treatment measures. **The Contractor shall not resume construction in the affected area without Engineer's approval.**

Per State Health and Safety Code 7050.5, if human remains are encountered during construction, no further disturbance shall occur within the vicinity of the find until the Riverside County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The Riverside County Coroner must be notified within 24 hours by the Engineer. If the County Coroner determines that the remains are not historic, but prehistoric, the Native American Heritage Commission (NAHC) must be contacted by the Engineer to determine the most likely descendent for this area. Once the most likely descendent is determined, treatment of the Native American human remains will proceed pursuant to Public Resources 5097.98. The NAHC may become involved with decisions concerning the disposition of the remains.

Should any of the above mentioned discoveries result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idle equipment or additional payments over and above the agreed upon contract prices.

6.14 Nesting Bird Pre-Construction Survey - The removal of potential nesting vegetation should be conducted outside of the nesting season to avoid impacts to active bird nests if practicable. The nesting season is defined as December 15<sup>th</sup> through September 15<sup>th</sup>. If construction activities occur during the nesting season, including vegetation removal, a nesting bird survey of potentially suitable nesting vegetation will be conducted by the District prior to construction. Surveys will be conducted no more than three (3) days prior to construction. If active nests are identified, the District will establish a 50 to 500-foot buffer around the vegetation containing the active nest, or as determined by the designated biologist. The vegetation containing the active nest will not be removed, and no grading will occur within the established buffer, until it has been determined that the nest is no longer active (i.e., the juveniles are surviving independent from the nest). If construction activities are not conducted within three (3) days of a negative survey, the nesting survey must be repeated to confirm the absence of nesting birds.



Should nesting birds result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idle equipment or additional payments over and above the agreed upon contract prices.

SECTION 7 AND SECTION 8 – NOT USED

SECTION 9 - PAYMENT

The contract prices shall include full compensation for all costs incurred under these Special Provisions and Detailed Specifications.

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## DETAILED SPECIFICATIONS

### SECTION 10 - MOBILIZATION

10.1 Description - The contract item Mobilization shall consist of expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, construction yards and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

10.2 Payment - The amount credited for Mobilization on each monthly progress payment shall be equal to the total of the amounts credited for work on all the other contract items for that monthly progress payment, up to a cumulative limit of eighty percent (80%) of the lump sum price bid for Mobilization. The remaining twenty percent (20%) of the lump sum price bid for Mobilization will be paid with the final payment.

Payment of the lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of this item of work.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

### SECTION 11 - WATER CONTROL

11.1 Description - This section covers the contract item Water Control. Watersheds and/or urban runoff areas are tributary to the project site at various locations, but do not necessarily follow the alignment of the project under current conditions. Surface water in varying quantities can be expected at any time of the year, and substantial runoff can be expected during periods of rainfall. All bidders shall make their own determination regarding what the surface and/or groundwater conditions will be at the time of construction, and their impact on the bidder's operations and construction phasing.

11.2 Water Control - The contract item Water Control includes the control and/or diversion of surface runoff as well as groundwater within the work area as required to complete the work. All work shall be carried on in areas free of water. Care should be exercised so that runoff or diversion flows do not erode, undermine or otherwise damage either facilities which have been constructed or adjacent private properties. The responsibility for the protection of all existing and proposed improvements lies with the Contractor.

11.3 Measurement and Payment - The methods of controlling both surface and groundwater will be the responsibility of the Contractor. The contract lump sum price paid for Water Control shall include full compensation for all direct and indirect costs incurred under this section, and

for doing all the work involved in controlling surface runoff and groundwater within the construction area, as specified in these Detailed Specifications, and as directed by the Engineer.

Payment will be made on a basis of the percentage of the work completed on the entire project.

#### SECTION 12 – NOT USED

#### SECTION 13 - CLEARING AND MISCELLANEOUS WORK

13.1 Description - This section covers the contract item Clearing and Miscellaneous Work as required for construction of the work. All objectionable materials shall be removed and disposed of outside of the limits of the construction easements and permanent rights of way.

13.2 Clearing and Miscellaneous Work - The contract item Clearing and Miscellaneous Work includes the removal and disposal of all vegetation, trees, roots, stumps, fences, pipes, all abandoned facilities, culverts, rocks, structures, concrete and asphalt excluding those items defined specifically as excavation in the appropriate section.

Included in this item is the following:

Protecting in place the large oak tree as shown on Sheet 4 of the construction drawings.

Finally, included in this item are those types of work as shown on the drawings not specified for pay under any other individual contract item.

13.3 Payment - The contract price paid for Clearing and Miscellaneous Work shall be full compensation for all costs incurred under this section.

This payment will be made on a basis of the percentage of work completed on the entire project.

#### SECTION 14 - EARTHWORK

14.1 Description - This section covers the contract items Excavation; and Backfill.

14.2 General Excavation Requirements - Excavation shall be kept to the minimum dimensions required for efficient placing structure and the construction of the various other concrete structures. The maximum length of open trench shall be in conformance with Section 306-3.5 of the Greenbook Specifications.

In excavating for surfaces against which concrete is to be placed, care shall be exercised in removing the final lift. The foundation for all concrete structures will be inspected and tested after excavation. The subgrade shall be ninety percent (90%) relative compaction prior to the placement of concrete. Surfaces against which concrete is to be placed shall be free of debris,

mud or ponded water. If subgrade compaction is deficient, subgrade shall be scarified, moisture conditioned to or slightly above optimum moisture content, and the surface proof rolled to a minimum ninety percent (90%) relative compaction. Subgrade preparation will not be measured or paid separately and no additional compensation will be allowed.

Material which will not provide a suitable foundation shall be removed and replaced with compacted select material as directed by the Engineer.

Any overexcavation shall be filled with select material compacted to ninety percent (90%) relative compaction and meeting the material requirements for backfill.

The Contractor shall remove slides and materials eroding into the work, and the slopes and grades refinished to original grades as specified.

The Contractor shall legally dispose of all surplus excavated material outside of the limits of the construction easements and permanent rights of way.

The removal of rock material from within the excavation paylines which requires the use of blasting or equipment beyond that normally necessary to accomplish the excavation (as determined by the Engineer) shall be paid for in accordance with Section VII, Article 7.03 of the General Provisions. The cost of removal and disposal (including trucking) of rock away from the jobsite will be paid for under the contract item Excavation and no additional compensation will be allowed.

Blasting, when necessary, as approved by the Engineer shall be in accordance with Section 19-2.03E of the Caltrans Specifications.

The Contractor's attention is directed to the General Provisions, Section V, Article 5.09 on the use of explosives and Article 5.11 in regard to unforeseen difficulties.

14.3 Excavation - The contract item Excavation covers all excavation and overexcavation required to obtain the final subgrade and finish grades as shown on the drawings. This includes all excavation required to meet subgrade to place the Rock Slope Protection, Class VII; Rock Slope Protection, Class V; Rock Slope Protection, Class II; Filter Material; and Subdrain as shown in the drawings. Additional excavation below subgrade as necessary for constructing the two cutoff walls is included as part of the bid cost for Class "B" Concrete, Cutoff Wall.

14.4 General Backfill Requirements - Whenever fill is specified or required the work shall be performed as set forth in Sections 300-4.1 to 300-4.8 of the Greenbook Specifications.

No backfill materials shall be placed against the outside walls of cast-in-place concrete structures until the concrete has developed eighty percent (80%) of its design strength. No fill or traffic will be permitted on the top of any cast-in-place concrete structure until the concrete in the structure has attained its design strength. Compressive strength will be determined by test cylinders taken by the Engineer. A maximum of six (6) test cylinders per structure will be made and paid by the District for the following day breaks: 7, 14, 21, 28, 28 days, and one break to be

agreed upon by the Engineer and Contractor. Any additional test cylinders requested by Contractor shall be deducted from the monthly progress payment at a rate of \$500.00/cylinder.

Regardless of the method of densification, backfill material shall not be placed against any reinforced concrete structure until the structure has been inspected and approved for backfilling by the Engineer.

Backfill will be accomplished by either mechanical methods or by placement of Controlled Low Strength Material (CLSM) as described in (1) and (2) below.

- (1) Mechanical Compaction - Backfill shall be mechanically compacted by means of tamping rollers or other mechanical tampers. Impact-type pavement breakers (stompers) will not be permitted unless otherwise approved by the Engineer.

All backfill material for structures shall be placed in uniform layers and shall be brought up uniformly on each side of the structure. The thickness of each layer of backfill shall not exceed 8 inches before compaction unless otherwise approved by the Engineer. For hand directed mechanical compactors, the thickness of each layer shall not exceed 4 inches before compaction.

All relative compaction tests will be made by the Engineer in conformance with ASTM D1557. Whenever relative compaction is specified to be determined by ASTM D1557.

- (2) Controlled Low Strength Material (CLSM) – Controlled Low Strength Material (CLSM) placement for backfill shall be used when specified or approved by the Engineer. CLSM shall conform to Section 201-6 of the Greenbook Specifications and as specified in Section 16.

Approval to use specific methods and compaction equipment shall not be construed as guaranteeing or implying that the use of such methods and equipment will not result in damage to adjacent ground, existing improvements or improvements installed under the contract, nor shall it be construed as guaranteeing proper compaction. The Contractor shall make his own determination in this regard.

All backfill around structures shall be compacted to not less than ninety percent (90%) relative compaction.

Trench bottoms for structures and pipe shall be graded to provide firm and uniform bearing throughout the entire length of the structures and pipe.

14.5 Testing - District personnel shall perform compaction tests using either the ASTM D1556 (sand cone) or ASTM D6938 (nuclear) test method. These tests represent the minimum required. Additional tests may be taken at the Engineer's discretion. Any failed test will result in a retest.

14.6 Backfill - The contract item Backfill covers all backfill required to obtain the final grades as shown on the drawings. Excluded from this item is any backfill below the established subgrade, as may be necessary for the construction of the two cutoff walls, which is covered as part of the contract item Class "B" Concrete, Cutoff Wall.

14.7 Measurement - Excavation; and Backfill beyond the limits established by the drawings, unless ordered in writing by the Engineer, will not be measured for payment.

The excavated material shall be measured from the ground surface existing at the start of excavation, as determined from surveyed cross sections taken by the District, to the lines, grades and dimensions shown on the drawings.

Measurement for payment for the contract item Excavation will be the number of cubic yards of material excavated as shown on the drawings or as directed by the Engineer. Measurement will be from the established subgrade to the finished grades as determined from surveyed cross sections to be taken by the District.

Measurement for payment for the contract item Backfill will be the number of cubic yards of material placed in final position as shown on the drawings or as directed by the Engineer. Measurement will be from the established subgrade to the finished grades as determined from surveyed cross sections to be taken by the District.

14.8 Payment - The contract prices paid for Excavation; and Backfill shall include full compensation for all costs incurred under this section.

SECTION 15 - NOT USED

SECTION 16 - CONCRETE CONSTRUCTION

16.1 Description - This section includes the contract items related to the various classes of Concrete.

16.2 General Requirements - Concrete for all purposes shall be composed of Portland Cement, aggregates and water of the quantities and qualities herein specified, and in the required proportions. The ingredients are to be well mixed (a minimum of 70 drum revolutions, and a maximum of 250 drum revolutions are required to provide sufficient agitation to the concrete mix) and brought to the proper consistency and to have a compressive strength at the age of 28 days of not less than the amount shown in the following tabulation for each type of work listed:

CONCRETE CLASS	MINIMUM SACKS CEMENT/C.Y.	TYPE OF WORK	POUNDS PER SQUARE INCH
A	6	Concreted Rock Riprap	3250
B	5	Cutoff Walls, and Miscellaneous Concrete not otherwise specified	3000

16.3 Material and Methods - All concrete materials, methods, forms and proportioning shall conform to Sections 51 and 90, and additionally, concrete used for concreted rock shall conform to Section 72-3 of the Caltrans Specifications. Concrete test specimens will be made in accordance with ASTM Designation C-31 and C172. Test for concrete compressive strengths will be performed in accordance with ASTM Designation C-39. Combined aggregate grading for all concrete shall be in conformance with Section 90-1.02C(4)(d) of the Caltrans Specifications and the following tabulation for each type of work listed:

TYPE OF WORK	COMBINED AGGREGATE GRADING
Cutoff Walls, Concreted Rock Riprap, and Miscellaneous Concrete not otherwise specified.	1" Maximum

Fly Ash, Class F may be substituted for cement, up to a maximum of 15 percent by weight for all concrete. Fly Ash shall meet the standards of ASTM Designation: C-618. Water reducing agents meeting ASTM Designation: C-494 will be permitted in amounts recommended by the supplier and approved by the Engineer in writing.

No other admixture shall be used in any class of concrete without written permission from the Engineer.

Supplementing Section 90-1.01 of the Caltrans Specifications, prior to placement of any concrete the Contractor shall submit mix designs, for all types of concrete to be placed, to the Engineer for approval. Supplementing Section 90-1.02G(3) of the Caltrans Specifications, concrete delivered to the job site shall be accompanied by a ticket containing the weight of each of the individual ingredients in the mix.

16.4 General Reinforcing Steel Requirements - Reinforcing steel for all reinforced concrete structures shall be Grade 60 Low-Alloy or Grade 60 Billet-Steel. The reinforcing steel for use in structures constructed from State of California, Department of Transportation Standard Plans shall be of Grade 60 or as called for on those plans. Cleaning, bending, placing and spacing of reinforcement shall conform to the applicable provisions of Section 52 of the Caltrans Specifications and to the drawings. The Contractor shall furnish a "Certificate of Compliance" with the specification of ASTM Designation: A-706/A or A-615/A. All splices shall conform to the requirements of A.C.I. Manual, Standard 318, latest edition. Splices requested by the Contractor for his convenience shall be subject to approval by the Engineer. Longitudinal lap shall be 16 inches minimum for #4 bars and 19 inches minimum for #5 bars.

16.5 Consistency - The consistency of the concrete shall be such as to allow it to be worked into place without segregation. Unless otherwise specified, the slump shall be 3 inches plus or minus 1 inch for all concrete, except the concrete for the concreted rock riprap which shall have a slump of 7 inches plus or minus 1 inch.

The slump test shall be performed in accordance with the requirements of ASTM Designation: C-143. Slumps greater than those specified may be cause for rejection of the concrete by the Engineer.

16.6 Placing - Supplementing Section 51-1.03D(1) of the Caltrans Specifications, concrete shall not be placed except in the presence of the Engineer. The Contractor shall give reasonable notice to the Engineer each time he intends to place concrete. Such notice shall be far enough in advance to give the Engineer adequate time to inspect the subgrade, forms, steel reinforcement and other preparations for compliance with the specifications before concrete is delivered for placing.

Formed concrete shall be placed in horizontal layers in lifts of not more than 20 inches. Hoppers and chutes, pipes and "elephant trunks" shall be used as necessary to prevent segregation of the concrete.

16.7 Form Removal and Finish - Forms shall be removed only when the Engineer has given his approval. Forms shall be removed in such a way as to prevent damage to the concrete. Supports shall be removed in a manner that will permit the concrete to take stresses due to its own weight uniformly.

Forms shall not be removed sooner than the following minimum time or strength after the concrete is placed. These times represent cumulative number of days and fractions of days, not necessarily consecutive, during which the temperature of the air adjacent to the concrete is above 50 degrees Fahrenheit. If the temperature falls below 50 degrees Fahrenheit at any time after the concrete is placed in the forms, the Engineer will advise the Contractor of additional time required before forms can be removed.

<u>Element</u>	<u>Strength or Time</u>
All other structures	16 hours

The finish on all exposed formed surfaces shall conform to Section 51-1.03F(3) Class 1 Surface Finish of the Caltrans Specifications. The exposed concrete surfaces shall be broomed in a transverse direction with a fine textured hair push broom to produce a uniform surface and eliminate float marks. Brooming shall be done when the surface is sufficiently set to prevent deep scarring. If directed by the Engineer, a fine spray of water shall be applied to the surface immediately in advance of brooming.

Exposed corners of all concrete structures shall be finished with a 3/4" chamfer.

Concrete flatwork shall match adjacent surfaces. The concrete shall be struck off and tamped or vibrated until a layer of mortar has been brought to the surface. The top surface and face of curbs, gutters, catch basins and sidewalks shall be finished to match adjacent surfaces.



16.8 Curing - All concrete shall be prevented from drying for a curing period of at least seven (7) days after it is placed. Surfaces exposed to air during the curing process shall be kept continuously moist for the entire period or until curing compound is applied.

Formed surfaces shall be thoroughly wetted immediately after forms are removed and shall be kept wet until patching and repairs are completed. Water or covering shall be applied in such a way that the concrete surface is not eroded or otherwise damaged. Water for curing shall be clean and free from any substances that will cause discoloration of the concrete.

Concrete may be coated with curing compound in lieu of the continued application of moisture. The curing compound shall comply with the requirements of Section 90-1.03B(3) of the Caltrans Specifications and ASTM Designation C-309. The curing compound shall be No. 2 White Pigmented Curing Compound, Type 2, Class B for all concrete surfaces other than for flatwork which shall be coated with No. 6 Nonpigmented Curing Compound, Type 1-D, Class A containing a red fugitive dye.

The curing compound shall be sprayed on the moist concrete surfaces as soon as free water has disappeared, but shall not be applied to any surface until patching, repairs and finishing of that surface are completed. The curing compound shall be thoroughly mixed immediately before applying, and shall be applied at a uniform rate of not less than one gallon per 150 square feet of surface. No separate payment will be made for the curing compound or its application.

16.9 Weepholes - shall be constructed in accordance with the drawings and at locations directed by the Engineer. All weepholes shall be 2-1/2 inches in diameter unless noted otherwise on the drawings.

Weepholes may be formed by removable round wooden dowels, Schedule 40 PVC Pipe or greater, or by other methods acceptable to the Engineer.

All weepholes shall have a rodent screen consisting of 1/4-inch mesh, 16-gauge galvanized hardware cloth securely and permanently attached over the drain opening in a manner approved by the Engineer.

Filter material for the weepholes shall be one inch (1") nominal size crushed rock conforming to the gradation of Section 200-1.2 of the Greenbook Specifications. Filter material shall also meet the quality requirements of Sections 200-1.1 and 200-1.2 of the Greenbook Specifications.

Filter material shall be wrapped in a single layer of filter fabric as approved by the Engineer. Filter fabric shall be Class A per Section 96-1.02B of the Caltrans Specifications.

Filter fabric shall be furnished in protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling. The fabric shall also be ultraviolet stabilized.

The fabric shall be placed in the manner and at the locations shown on the drawings. The surface to receive the fabric shall be prepared to a smooth condition free of obstructions and debris.

The fabric shall be covered within 72 hours of its placement. Should the fabric be damaged during construction, the torn or punctured section shall be repaired or replaced as directed by the Engineer.

No separate payment will be made for the installation of the weephole, hardware cloth, filter material or filter fabric.

16.10 Class "A" Concrete, Concreted Rock - The contract item Class "A" Concrete, Concreted Rock covers all costs associated with furnishing and placing the concrete to be used for the Concreted Rock Riprap as specified and as shown on the drawings. Also included in this item is all costs associated with furnishing and installing weepholes as shown on the drawings. Installation shall conform to Section 16.9 of these Detailed Specifications. Excluded from this item is the riprap which is covered under Section 26 of these Detailed Specifications.

Concrete for concreted rock shall be Class "A", and shall have a slump sufficient to allow gravity flow into the interstices of the rock with rodding and vibration. Concrete for concreted rock shall be placed in accordance with Section 72-3.03E of the Caltrans Specifications except that total penetration of the rock blanket by the concrete will be required, and the outer rocks of the finished rock surface shall project approximately 8.5 inches from the concrete surface. The concrete surface shall meet the finished grades identified on the drawings.

16.11 Class "B" Concrete, Cutoff Wall - The contract item Class "B" Concrete, Cutoff Wall covers the complete construction of the two cutoff walls. Included in the pay item is all earthwork below the established subgrade shown on the drawings, and reinforcing steel.

16.12 Measurement - Measurement for payment for the contract item Class "A" Concrete, Concreted Rock will be the number of cubic yards placed as directed by the Engineer, measured at the mixer.

Measurement for payment for the contract items Class "B" Concrete, Cutoff Wall will be the number of cubic yards placed as specified, measured to the neat lines as shown on the drawings.

16.13 Payment - The contract prices paid for the various Concrete items shall include full compensation for all costs incurred under this section.

#### SECTION 17 THROUGH SECTION 19 – NOT USED

#### SECTION 20 - FENCES AND GATES

20.1 Description - This section covers the contract item 6-Foot Chain Link Fence.

20.2 6-Foot Chain Link Fence - The contract item 6-Foot Chain Link Fence includes furnishing and installing the material required for this portion of the work as shown on the drawings and as directed by the Engineer. Included in this item is all hardware parts, posts and fittings. Also included in this item of work will be the removal and relocation, if required, of chain link fence as noted on the drawings and as directed by the Engineer.

All materials shall be new except that specified for removal and relocation and shall conform to Section 206-6 of the Greenbook Specifications and the drawings, with installation in conformance with Section 304-3.2. Materials salvaged shall be subject to the Engineer's approval prior to reinstallation. All posts shall be set in commercial plant quality, 4 sack per cubic yard concrete.

20.3 Measurement - Measurement for payment for the contract item 6-Foot Chain Link Fence will be the number of lineal feet of new and relocated fence installed measured along the top of the fence parallel to the ground.

20.4 Payment - The contract price paid for 6-Foot Chain Link Fence shall include full compensation for all costs incurred under this section.

#### SECTION 21 - MISCELLANEOUS

21.1 Description - This section covers the contract items Subdrain; and Extra Directed Work.

21.2 Subdrain - The contract item Subdrain covers the furnishing of the subdrain pipe, all fittings, caps, glue, galvanized screen, exclusive of filter material and Rock Slope Protection Fabric.

The filter material shall be wrapped in filter fabric as shown on the drawings. Filter material and Rock Slope Protection Fabric shall conform to the material specifications as specified in Sections 26.5 Filter Material; and 26.6 Rock Slope Protection Fabric of these Detailed Specifications.

Rock Slope Protection Fabric shall be furnished in a protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling. The fabric shall also be ultraviolet stabilized.

The fabric shall be placed in the manner and at the locations shown on the drawings. The surface to receive the fabric shall be prepared to a smooth condition free of obstructions and debris.

The fabric shall be covered within 72 hours of its placement. Should the fabric be damaged during construction, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement. Adjacent borders of the fabric shall be overlapped a minimum of twenty-four (24) inches or sewn. Upstream sections of fabric shall overlap downstream sections.

Perforated subdrain pipe shall be Schedule 80 PVC Pipe. Schedule 80 PVC pipe and perforations shall meet the requirements of ASTM Designation: D1785, and perforations shall be that as described in ASTM Designation: C-700.

Caps for subdrain pipe shall be PVC. PVC caps shall meet the requirements of ASTM Designation D2665. All caps shall be sealed by cement. PVC cement shall meet the requirements of ASTM D2564.

21.3 Extra Directed Work - The contract item Extra Directed Work shall consist of necessary work that is not included in other contract bid items and not shown on the drawings, as determined by the Engineer. All Extra Directed Work shall be performed only as directed by the Engineer and in accordance with all applicable standards and specifications.

21.4 Measurement - Measurement for payment for the contract item Subdrain will be the number of lineal feet installed as specified.

21.5 Payment - The contract price paid for Subdrain shall include full compensation for all costs incurred under this section.

Full compensation for the contract item Extra Directed Work shall be as "Extra Work" and shall be paid pursuant to Section 2.07 of the General Provisions. The total accumulated costs for Extra Directed Work shall not exceed the amount specified in the contract bid item unless otherwise increased by change order.

## SECTION 22 THROUGH SECTION 25 – NOT USED

### SECTION 26 - STONEMWORK

26.1 Description - This section covers the contract items Rock Slope Protection, Class VII; Rock Slope Protection, Class V; Rock Slope Protection, Class II; Filter Material; and Rock Slope Protection Fabric.

26.2 General - All rock materials shall meet the gradation requirements of Section 72-2.02 of the Caltrans Specifications and the quality requirements of Sections 200-1.6.1 and 200-1.6.3 of the Greenbook Specifications.

Rock materials shall be blocky and predominantly angular in shape. Not more than 25% of the rock shall have a length more than 2.5 times the breadth or thickness. No rock shall have a length exceeding 3.0 times its breadth or thickness. All oversize rocks, as determined by the Engineer, shall be removed.

Rock materials shall be placed on a firm dry foundation in conformance with Method B of Section 72-2.03 of the Caltrans Specifications, unless otherwise noted, however, additional placement effort shall be required to meet the lines, grades, and rock exposure requirements above finished grade as shown on the drawings, and to fill and chink oversize voids with selected

rock to establish a stable interlock. Chinking of voids will not be required for rock specified to be concreted.

Permeable materials such as filter blankets shall be consolidated and the surface trimmed to final grade as directed by the Engineer.

26.3 Rock Slope Protection, Class VII; and Rock Slope Protection, Class V - The contract items Rock Slope Protection, Class VII; and Rock Slope Protection, Class V covers all costs associated with the furnishing and placement of the rock as specified and shown on the drawings. Rock shall conform to Class VII, Class V, and Method B placement per Section 72-2.02 of the Caltrans Specifications.

Concrete for the concreted rock riprap shall confirm to Section 16 of these Detailed Specifications.

26.4 Rock Slope Protection, Class II - The contract item Rock Slope Protection, Class II covers all costs associated with the furnishing installed under the Rock Slope Protection and under the weepholes in conformance with the material specifications specified in Section 16.9.

The Rock Slope Protection, Class II shall be permeable material conforming to Section 72-2.02B of the Caltrans Specifications for Class II Backing, and shall be placed per Method B to the lines and grades as shown on the plans. Material shall be placed on firm, dry foundation. Soft, spongy material shall be removed and replaced with acceptable compacted material as directed by the Engineer. The cost of foundation preparation shall be included in the price bid for excavation and no additional allowance will be made for such work. The permeable material shall be consolidated and the surface trimmed to final grade as shown on the drawings or as directed by the Engineer.

26.5 Filter Material- The contract item Filter Material includes all filter material to be placed under the rock slope protection within the subdrain zone as shown on the drawings.

Filter Material for the subdrains shall be one inch (1") nominal size crushed rock conforming to the gradation of Section 200-1.2 of the Greenbook Specifications. Filter material shall also meet the quality requirements of Sections 200-1.1 and 200-1.2 of the Greenbook Specifications.

The Filter Material shall be wrapped in filter fabric as shown on the drawings.

26.6 Rock Slope Protection Fabric - Rock Protection Fabric placed where required shall conform to Section 96-1.02I of the Caltrans Specifications. Prior to placing Rock Slope Protection Fabric, the surfaces upon or against which rock slope protection fabric is to be placed, shall be free of loose or extraneous material and sharp objects that may damage the fabric during installation.

Rock Slope Protection Fabric shall be handled and placed in conformance with the manufacturer's recommendations and as directed by the Engineer. Rock Slope Protection Fabric

shall be placed loosely upon or against the surface to receive the fabric so that the fabric conforms to the surface without damage when the cover material is placed.

A 9-inch minimum layer of Rock Slope Protection, Class II backing material shall be placed over the fabric prior to placing rock classes unless otherwise shown on the plans. Rock Slope Protection Fabric shall have a minimum overlap of 2 feet. The fabric shall be placed such that the fabric being placed shall overlap the adjacent section of fabric in the direction the cover material is being placed.

Equipment or vehicles shall not be operated or driven directly on the Rock Slope Protection Fabric.

Rock Slope Protection Fabric damaged during transportation, storage, or placement shall be replaced or repaired, as directed by the Engineer, by the Contractor at the Contractor's expense. Fabric damaged beyond repair, as determined by the Engineer, shall be replaced. Repairing damaged fabric shall consist of placing new fabric over the damaged area. The minimum fabric overlap from the edge of the damaged area shall be 3 feet for overlap joints.

26.7 Measurement - Measurement for payment for the contract items Rock Slope Protection, Class VII; Rock Slope Protection, Class V; Rock Slope Protection, Class II; Filter Material; and Rock Slope Protection Fabric including all rock to be concreted, shall be the number of cubic yards placed as specified and shown within the neat lines on the drawings.

Measurement for payment for the contract item Rock Slope Protection Fabric shall be the number of square yards placed as specified. No measurement for payment will be made for overlaps required for installation or for convenience to the Contractor.

Concrete for concreted rock shall be measured and paid for as specified under the Concrete Construction Section of these Specifications, and no additional payment for labor, equipment, materials or incidentals for concreting rock will be made.

26.8 Payment - The contract prices paid for Rock Slope Protection, Class VII; Rock Slope Protection, Class V; Rock Slope Protection, Class II; Filter Material; and Rock Slope Protection Fabric shall include full compensation for all costs incurred under this section with the exception of concrete for concreted rock which shall be measured and paid for as specified under the Concrete Construction Section of these Specifications.

## SECTION 27 - DUST ABATEMENT

27.1 Description - This section covers the implementation of dust control measures necessary to prevent harm and nuisance from dust. Supplementing Section 8.06 of the General Provisions, the Contractor shall comply with all the provisions of the South Coast Air Quality Management District (SCAQMD) Rule 403 as described in Appendix "A".

27.2 Dust Abatement - The contract item Dust Abatement includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The

Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work included in this contract. The Rule 403 Implementation Handbook published by the SCAQMD contains a detailed listing of reasonably available dust control measures and is available for inspection at the District office.

27.3 Payment - The contract lump sum price paid for Dust Abatement shall include full compensation for all direct and indirect costs incurred under this section.

This payment will be made on a basis of the percentage of work completed on the entire project.

### SECTION 28 – NOT USED

### SECTION 29 – STORMWATER AND NON-STORMWATER POLLUTION CONTROL

29.1 Description – This section covers the contract item Stormwater and Non-Stormwater Pollution Control. The contract item Stormwater and Non-Stormwater Pollution Control shall include preparing, obtaining approval of, amending and implementing the Permit Registration Documents (PRDs) as required by the State Water Resources Control Board (SWRCB) and the California Regional Water Quality Control Board (CRWQCB) - Santa Ana Region.

29.2 General Requirements – All activities performed by the Contractor for this project shall conform to the requirements of the State-wide National Pollutant Discharge Elimination System (NPDES) General Permit (Board Order No. 2009-0009-DWQ, NPDES No. CAS000002 as amended by Board Order No. 2010-0014-DWQ and Board Order No. 2012-0006-DWQ) for Stormwater Discharges Associated with Construction and Land Disturbance Activities, hereafter referred to as the "General Permit", issued by the SWRCB. This General Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. This General Permit can be downloaded at [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

The PRDs mentioned above consist of:

1. Notice of Intent
2. Risk Assessment (Section VIII of the General Permit)
3. Site Map
4. Stormwater Pollution Prevention Plan (SWPPP) (Section XIV of the General Permit)
5. Annual Fee
6. Signed Certification Statement

Notice of Intent - The District will complete and submit the Notice of Intent.

Risk Assessment - The Contractor's Qualified SWPPP Developer (QSD) shall calculate the project site's risk and receiving water risk during periods of soil exposure (i.e., grading and site stabilization) and use the calculated risk to determine Risk Level(s) using the methodology in Appendix 1 of the General Permit.

Site Map - The Contractor shall provide a site map of the project area. Site Map shall conform to requirements of General Permit Attachment B, Section J.

SWPPP - The SWPPP shall be developed by the Contractor's QSD using the format outlined in the CASQA SWPPP Template located in the California Stormwater Quality Association (CASQA) Construction BMP Handbook Portal. The portal can be found on the CASQA Website: [www.casqa.org](http://www.casqa.org). The SWPPP shall identify site specific BMPs to be implemented during and after construction to minimize the potential pollution of stormwater runoff and downstream receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutants from the construction site and Contractor's construction activities, including, but not limited to:

1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, scheduling/phasing to minimize areas of soil disturbance, soil stabilization and erosion/sediment control.

The SWPPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

The SWPPP shall be designed to address the following objectives:

1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled;
2. Where not otherwise required to be under a Regional Water Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated;
3. Site BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the Best Available Technology/Best Conventional Technology (BAT/BCT) standard;
4. Calculations and design details as well as BMP controls for site run-on are complete and correct; and
5. Stabilization BMPs, installed to reduce or eliminate pollutants after construction, are completed.



To demonstrate compliance with requirements of the General Permit, the QSD shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

The Contractor shall make the SWPPP available at the construction site during working hours while construction is occurring and shall be made available upon request by a State or Regional Board inspector. When the original SWPPP is retained by a crewmember in a construction vehicle and is not currently at the construction site, current copies of the BMPs and map/drawing will be left with the field crew and the original SWPPP shall be made available via a request by radio/telephone.

Annual Fee – The District will pay any necessary fees.

Signed Certification Statement – The Contractor's QSD shall submit a signed certification certifying the SWPPP is a true, accurate and complete representation of the proposed project and mitigation measures.

**In the event the District incurs any Administrative Civil Liability or Mandatory Minimum (fine) imposed by the CRWQCB - Santa Ana Region, as a result of Contractor's failure to fully implement the provisions of this section and permit requirements, "Stormwater and Non-Stormwater Pollution Control", the Engineer may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Civil Liability. Liability for "Negligent Violations" may be in an amount up to \$50,000 per day per deemed occurrence while "Knowing Violations" can result in fines as high as \$250,000 and imprisonment.**

Stormwater and Non-Stormwater Pollution Control work shall conform to the requirements in the latest version of the CASQA Handbook, entitled "**California Stormwater BMP Handbook – Construction**". A copy of the "California Stormwater BMP Handbook – Construction", hereafter referred to as the "CASQA Handbook", may be obtained from CASQA, Post Office Box 2105, Menlo Park, California 94026-2105. Telephone: 650.366.1042. Copies of the CASQA Handbook can also be downloaded from the CASQA Construction BMP Handbook Portal.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section, "Stormwater and Non-Stormwater Pollution Control", including but not limited to, compliance with the applicable provisions of the CASQA Handbook, General Permit, General De Minimus Permit, Federal, State and local regulations. For the purpose of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

The Contractor shall become fully informed of and comply with the applicable provisions of the CASQA Handbook, General Permit, General De Minimus Permit, and Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both

stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the General Permit, General De Minimus Permit, approved SWPPP and all amendments at the project site. The SWPPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.

The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that result in disturbance of areas or construction activities being conducted outside limits of the designated rights-of-way and temporary construction easements as shown on the project drawings.

The Contractor shall, during work hours, allow authorized agents of the CRWQCB, SWRCB, USEPA or local stormwater management agency, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records required to be kept as specified in the General Permit;
3. Inspect the construction site, including any offsite staging areas or material storage areas, and related soil stabilization practices and sediment control BMPs; and
4. Sample or monitor for the purpose of ensuring compliance with the General Permit.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

**29.3 PRDs Preparation and Approval** - The Contractor shall prepare and obtain approval of the PRDs as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The SWPPP shall include an appropriate Construction Site Monitoring Program (CSMP) as required by Section I, "Monitoring and Reporting Requirements" of Attachment C of the General Permit. A guidance document titled "Field Monitoring and Analysis Guidance" is available from the CASQA internet site in their Construction BMP Handbook Portal. The Contractor shall prepare and implement the SWPPP in accordance with the CASQA Handbook and CSMP, the General Permit and these Detailed Specifications.

**In case of conflict between the CASQA Handbook and these Detailed Specifications, the Detailed Specifications shall govern; in case of conflict between these Detailed Specifications and the General Permit, the latter shall govern.**

Within five (5) working days after the award of the contract, the Contractor shall submit two (2) copies of the PRDs to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the PRDs. If revisions are required as

determined by the Engineer, the Contractor shall revise and resubmit the PRDs within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) hard copies and one (1) pdf copy of the approved SWPPP to the Engineer prior to the pre-construction meeting. **The Contractor must have approved PRDs prior to the pre-construction meeting.**

The SWPPP shall incorporate BMPs in each of the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-stormwater management, and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of BMPs are described in the CASQA Handbook. The Contractor shall consider the objectives and minimum requirements presented in the CASQA Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate one or more of the listed minimum BMPs required into the SWPPP and implement them on the project to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the CASQA Handbook to supplement the minimum BMPs required when necessary to meet the objectives of the SWPPP and maintain compliance with the General Permit. The Contractor shall document the selection process in accordance with the procedure specified in the CASQA Handbook.

The Contractor should not assume that the minimum BMPs required for each category presented in the CASQA Handbook are adequate to meet the pollution control objectives. The Contractor may use other effective BMPs, as approved by the Engineer, in addition to the minimum as required in the CASQA Handbook to achieve the pollution control objectives.

The SWPPP shall include the following items as described in the CASQA Handbook, CSMP and General Permit:

**Section 1 - SWPPP Requirements:**

- 1.1 Introduction
- 1.2 PRDs
- 1.3 SWPPP Availability and Implementation
- 1.4 SWPPP Amendments
- 1.5 Retention of Records
- 1.6 Required Non-Compliance Reporting
- 1.7 Annual Report
- 1.8 Changes to Permit Coverage
- 1.9 Notice of Termination

## **Section 2 - Project Information:**

- 2.1 Project and Site Description
- 2.2 Permits and Governing Documents
- 2.3 Stormwater Run-on from Offsite Areas
- 2.4 Findings of the Construction Site Sediment and Receiving Water Risk Determination
- 2.5 Construction Schedule
- 2.6 Potential Construction Site Pollutant Sources
- 2.7 Identification of Non-Stormwater Discharges
- 2.8 Required Site Map Information

## **Section 3 - Best Management Practices:**

- 3.1 Schedule for BMP Implementation
- 3.2 Erosion Control and Sediment Control
- 3.3 Non-Stormwater and Material Management
- 3.4 Post-Construction Stormwater Management Measures

## **Section 4 - BMP Inspection, Maintenance, and Rain Event Action Plans:**

- 4.1 BMP Inspection and Maintenance
- 4.2 Rain Event Action Plans

## **Section 5 - Training**

## **Section 6 - Responsible Parties and Operators:**

- 6.1 Responsible Parties
- 6.2 Contractor List

## **Section 7 - Construction Site Monitoring Program:**

- 7.1 Purpose
- 7.2 Applicability of Permit Requirements
- 7.3 Weather and Rain Event Tracking
- 7.4 Monitoring Locations
- 7.5 Safety and Monitoring Exemptions
- 7.6 Visual Monitoring (Inspections)
- 7.7 Water Quality Sampling and Analysis
- 7.8 Watershed Monitoring Option
- 7.9 Quality Assurance and Quality Control
- 7.10 Reporting Requirements and Records Retention

To ensure that the preparation, implementation, and oversight of the SWPPP is sufficient for effective pollution prevention, individuals responsible for creating, revising, overseeing, and

implementing the SWPPP should participate in applicable training programs and document such training in the SWPPP. A copy of the SWPPP should be located at the construction site.

The following notes (or notes of substantially similar intent) that address pollution prevention to the Maximum Extent Practicable during the construction phase of a project on a year-round basis need to be placed on the Stormwater and Non-Stormwater Pollution Control Drawings:

- ◆ Erosion control BMPs shall be implemented and maintained to minimize and/or prevent the entrainment of soil in runoff from disturbed soil areas on construction sites.
- ◆ Sediment control BMPs shall be implemented and maintained to prevent and/or minimize the transport of soil from the construction site.
- ◆ Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking or wind.
- ◆ Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities or adjoining properties by wind or runoff.
- ◆ Runoff from equipment and vehicle washing shall be contained at construction sites and must not be discharged to receiving waters or the local storm drain system. Washwaters or rinsate from ready mix, concrete, or cement vehicles must be handled appropriately and may not be discharged to receiving waters or any storm drain system.
- ◆ All construction contractor and subcontractor personnel are to be made aware of the required BMPs and good housekeeping measures for the project site and any associated construction staging areas.
- ◆ At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed in trash or recycle bins.
- ◆ Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES Permit or the State-wide General Permit for Stormwater Discharges Associated with Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives and asbestos fibers; paint flakes or stucco fragments; fuels, oils, lubricants and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area onsite physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, State and Federal requirements.

- ◆ Discharging contaminated groundwater produced by dewatering groundwater that has infiltrated into the construction site is prohibited. Discharging of contaminated soils via surface erosion is also prohibited.
- ◆ Construction sites shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading to the extent feasible and the use of temporary and permanent soil stabilization.
- ◆ BMPs shall be maintained at all times. In addition, BMPs shall be inspected prior to predicted storm events and following storm events.

29.4 PRD and Rain Event Action Plan (REAP) Amendments - If the scope or schedule of the project changes, the Contractor shall immediately notify the Engineer. The Engineer will determine if the Contractor will be required to recalculate the Risk Assessment. If it is determined by the Engineer that a new Risk Assessment is required, the Engineer will notify the Contractor to resubmit amended PRDs and in the case that the risk level increases, the Contractor shall comply with additional applicable requirements of the General Permit, including preparation and implementation of REAPs, CSMP, Numeric Action Level (NAL) Exceedance Reports, and annual reporting requirements. The Contractor shall also prepare amendments to the PRDs, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, groundwaters, municipal storm drain systems, or as deemed necessary by the Engineer. The Contractor shall also amend the PRDs if they are in violation of any condition of the General Permit, or has not effectively achieved the objective of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs, revised Contractor's construction activities or operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to effectively control water pollution.

Amendments to the PRDs shall be submitted for review and approval by the Engineer in the same manner specified for the initial approval of the PRDs. The Contractor shall date and attach all approved amendments to any of the PRDs. Upon approval of the amendment, the Contractor shall implement the approved changes, revised construction activities or operations.

29.5 Non-Compliance Reporting - If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within two (2) calendar days of identification of non-compliance activities.

29.6 SWPPP Implementation - Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for placing, installing, constructing, inspecting and maintaining the BMPs as well as conducting the CSMP as included in the SWPPP and any amendments thereto, and for removing and disposing of temporary BMPs. All SWPPP implementation shall be performed or supervised by a QSP. Unless otherwise directed by the Engineer or specified in these Detailed Specifications, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 6.05, "TEMPORARY SUSPENSION OF THE WORK", of the General Provisions. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the CASQA Construction BMP Handbook Portal and these Detailed Specifications.

**The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section, "Stormwater and Non-Stormwater Pollution Control", as determined by the Engineer.**

**The Contractor will not be compensated for sampling and analysis work because of the Contractor's failure to properly implement, inspect, maintain and repair BMPs in the approved SWPPP and any amendments thereto, or for failing to store construction materials or wastes in watertight containers.**

- (a) **Stormwater Pollution Control - The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the CASQA Construction BMP Handbook Portal, on all disturbed areas of the project site throughout the duration of the project.**

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes, channel inverts, operational inlets and outlets of the project shall be completed prior to soil disturbance. The General Permit requires BMPs to be deployed throughout the duration of the project.

The Engineer may require the Contractor, on a case-by-case basis, to reduce the active, soil-disturbed area limit of the project. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the duration of the project, soil-disturbed areas of the project site shall be considered to be inactive whenever soil disturbing activities are expected to be discontinued for a period of fourteen (14) calendar days or more. Areas that will become inactive shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc., within ten (10) calendar days of the discontinuance of soil disturbing activities or two (2) calendar days prior to the onset of precipitation, whichever is first to occur. Areas that will become inactive shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or two (2) calendar days prior to the onset of precipitation, whichever is first to occur.

Throughout the duration of the project, the project site shall be fully protected with soil stabilization practices and sediment control BMPs. The

Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used.

- (b) **Non-Stormwater Pollution Control** - The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the SWPPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.
- (c) **Inspections and Reporting** - The Contractor shall ensure that a QSP regularly inspects the construction site for BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. The QSP shall identify corrective actions and time frames to address any damaged BMPs or reinstate any BMPs that have been discontinued. All repairs and design changes shall begin to be implemented within 72 hours of identification.

At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24-hour intervals during extended precipitation events; and
4. At a regular interval of once every week.

The construction site inspection checklist provided in the CASQA SWPPP Template shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

- (d) **Maintenance** - The Contractor's QSP shall maintain construction site BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. If the QSP or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the QSP shall begin implementing repairs or design changes within 72 hours of identification and complete as soon as possible. The correction of deficiencies shall be at no additional cost to the District.
- (e) **Training** - The Contractor shall ensure that all persons responsible for implementing requirements of the General Permit shall be appropriately trained in accordance with Section VII "Training Qualifications and Certification Requirements" of the General Permit. Training should be both formal and informal, occur on an ongoing basis, and should include training offered by recognized governmental agencies or professional organizations. All training shall be documented and included in the SWPPP as an appendix.

The Contractor shall ensure that SWPPPs are written, amended and certified by a QSD. The Contractor shall also ensure that all inspection, maintenance, repair and sampling activities shall be performed or supervised by a QSP. A QSP is a



person responsible for non-stormwater and stormwater visual observations, sampling and analysis.

**29.7 REAP – The REAP is applicable to Risk Level 2 construction sites only.** The Contractor shall ensure a QSP develop a REAP and submit a copy to the Engineer for review 48 hours prior to any likely precipitation event. The Contractor shall amend and implement the REAP as directed by the Engineer. If no comments are received prior to the precipitation event, the REAP shall be implemented as proposed. A likely precipitation event is any weather pattern that is forecast to have a 50% or greater probability of producing precipitation in the project area. The discharger shall ensure a QSP obtain a printed copy of the precipitation forecast information from the National Weather Service Forecast Office (e.g., enter the zip code of the project's location at <http://www.srh.noaa.gov/forecast>).

The Contractor's QSP shall ensure that the REAP include, at a minimum, the following site information:

- a. Site Address
- b. Calculated Risk Level
- c. Site Stormwater Manager information including the name, company and 24-hour emergency telephone number
- d. Erosion and Sediment Control Provider information including the name, company and 24-hour emergency telephone number
- e. Stormwater Sampling Agent information including the name, company and 24-hour emergency telephone number

**29.8 Water Quality Monitoring, Sampling and Analysis – The Water Quality Monitoring, Sampling and Analysis is applicable to Risk Level 2 construction sites only.** The Contractor's QSD shall be responsible for preparing a CSMP and implementing the monitoring, sampling and analysis requirements as described in Attachment D of the General Permit. Records of all visual observations and sampling results required by the General Permit shall be kept using the forms contained in CSMP, Attachment 3 of the CASQA Construction BMP Handbook Portal. Copies of the forms shall be maintained in the SWPPP and submitted to the Engineer within 24 hours of the visual observation or sampling event.

**29.9 NAL Exceedance Report - The NAL Exceedance Report is applicable to Risk Level 2 construction sites only.** The Contractor shall be responsible for submitting a NAL Exceedance Report to the Engineer in the event that any effluent sample exceeds an applicable NAL.

- a. The Contractor shall submit all storm event sampling results for each discharge point to the Engineer no later than 24 hours after the conclusion of the storm event.

- b. The Contractor shall certify each NAL Exceedance Report in accordance with the Special Provisions for Construction Activity.
- c. The Contractor shall retain an electronic or paper copy of each NAL Exceedance Report for a minimum of three (3) years after the date the annual report is filed.
- d. The Contractor shall include in the NAL Exceedance Report:
  - i. The analytical method(s), method reporting unit(s) and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit").
  - ii. The date, place, time of sampling, visual observation (inspections) and/or measurements, including precipitation.
  - iii. A description of the current BMPs associated with the effluent sample that exceeded the NAL and the proposed corrective actions taken.

29.10 Reports -

- (a) Annual Report - The Contractor shall be responsible for preparing an Annual Report to meet the requirements of Section XVI of the General Permit covering the preceding period of construction from July 1<sup>st</sup> to June 30<sup>th</sup>. The Annual Report shall be structured in accordance with the CASQA Construction BMP Handbook Portal Section 1.7. The Contractor shall submit two (2) copies of the Annual Report to the Engineer by July 15<sup>th</sup> of each year for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the Annual Report. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the Annual Report within three (3) working days of receipt of the Engineer's comments. The Contractor shall submit four (4) copies of the approved Annual Report to the Engineer prior to August 15<sup>th</sup> of each year. **The Contractor shall be responsible for providing an Annual Report to the Engineer for any construction occurring for part of the year after July 1<sup>st</sup> prior to receiving final payment on the project.**
- (b) Monthly Report - The Contractor shall prepare and submit to the Engineer a Monthly Report within five (5) working days of the end of the month including:
  - 1. All visual observation reports;
  - 2. All sampling and analysis reports;
  - 3. All NAL Exceedance Reports; and
  - 4. Summary of changes to the SWPPP and or REAP based on inspection results for the preceding month.

29.11 Payment - The contract lump sum price paid for Stormwater and Non-Stormwater Pollution Control work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising and amending the PRDs, and installing, constructing, maintaining, removing and disposing of BMPs as shown in the SWPPP, as specified in the CASQA Handbook and Sample Contractor's Water Quality CSMP, General Permit and these Detailed Specifications, and as directed by the Engineer.

Monthly payment will be made on a basis of the percentage of work completed on the entire project and subject to the submittal of a complete Monthly Report as specified in Section 29.11(b). Failure to complete or report required visual inspections, monitoring, sampling and analysis requirements, NAL Exceedance Reports, and/or other necessary follow-up actions to ensure that the project stays in compliance with the General Permit can be the basis for reducing monthly progress payments for the project. Monthly progress payments will be reduced by the amount of direct costs, overhead costs and engineering costs incurred by the Engineer to address compliance deficiencies, including costs to conduct inspections, monitoring, reporting and supplemental BMP implementation necessary to comply with the General Permit and costs incurred by the Engineer to address complaints, additional State inspections and violations and/or fines issued by the State or USEPA associated with failure to properly comply with the General Permit. Progress payment reductions can exceed the monthly percentage or total contract lump sum price for Stormwater and Non-Stormwater Pollution Control work.

Payment will be made on a basis of the percentage of work completed on the entire project.

### SECTION 30 AND SECTION 31 – NOT USED

### SECTION 32 – SOIL BINDER

32.1 Description - This section covers the contract item Soil Binder. Cut or fill slopes, and all exposed or stripped areas within the project limits shall be applied with soil binder, and where directed by the Engineer.

32.2 Soil Binder - This item includes the furnishing of all materials, incidentals, labor, and equipment necessary to complete the work as specified herein and as directed by the Engineer. All soil binder work shall be done by fully qualified and experienced personnel.

Soil Binder shall not be applied until the Engineer has approved the finished grades. The Soil Binder materials shall not be stored onsite without prior approval of the Engineer as to location, duration and method of storage. The Contractor shall leave the work area in a clean and finished appearance upon completion of applying the soil binder. No disturbance will be allowed on any portion of the site where soil binder has been applied. If the soil binder has been disturbed, soil binder will be required to be reapplied at Contractor's cost.

The selection and application of Soil Binder shall be in accordance to the Caltrans Construction Site Best Management Practices Manual, Section 3, SS-5 Soil Binders.

32.3 Measurement - Measurement for the contract item Soil Binder will be made on the basis of the actual area treated to the nearest one tenth (0.1) squared yard as measured by the Engineer.

32.4 Payment - The contract price paid for Soil Binder shall include full compensation for all costs incurred under this section.

APPENDIX "A"

SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

RULE 403

(Adopted May 7, 1976) (Amended November 6, 1992)  
(Amended July 9, 1993) (Amended February 14, 1997)  
(Amended December 11, 1998)(Amended April 2, 2004)  
(Amended June 3, 2005)

**RULE 403. FUGITIVE DUST**

(a) Purpose

The purpose of this Rule is to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce or mitigate fugitive dust emissions.

(b) Applicability

The provisions of this Rule shall apply to any activity or man-made condition capable of generating fugitive dust.

(c) Definitions

- (1) ACTIVE OPERATIONS means any source capable of generating fugitive dust, including, but not limited to, earth-moving activities, construction/demolition activities, disturbed surface area, or heavy- and light-duty vehicular movement.
- (2) AGGREGATE-RELATED PLANTS are defined as facilities that produce and / or mix sand and gravel and crushed stone.
- (3) AGRICULTURAL HANDBOOK means the region-specific guidance document that has been approved by the Governing Board or hereafter approved by the Executive Officer and the U.S. EPA. For the South Coast Air Basin, the Board-approved region-specific guidance document is the Rule 403 Agricultural Handbook dated December 1998. For the Coachella Valley, the Board-approved region-specific guidance document is the Rule 403 Coachella Valley Agricultural Handbook dated April 2, 2004.
- (4) ANEMOMETERS are devices used to measure wind speed and direction in accordance with the performance standards, and maintenance and calibration criteria as contained in the most recent Rule 403 Implementation Handbook.
- (5) BEST AVAILABLE CONTROL MEASURES means fugitive dust control actions that are set forth in Table 1 of this Rule.

- (6) BULK MATERIAL is sand, gravel, soil, aggregate material less than two inches in length or diameter, and other organic or inorganic particulate matter.
- (7) CEMENT MANUFACTURING FACILITY is any facility that has a cement kiln at the facility.
- (8) CHEMICAL STABILIZERS are any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.
- (9) COMMERCIAL POULTRY RANCH means any building, structure, enclosure, or premises where more than 100 fowl are kept or maintained for the primary purpose of producing eggs or meat for sale or other distribution.
- (10) CONFINED ANIMAL FACILITY means a source or group of sources of air pollution at an agricultural source for the raising of 3,360 or more fowl or 50 or more animals, including but not limited to, any structure, building, installation, farm, corral, coop, feed storage area, milking parlor, or system for the collection, storage, or distribution of solid and liquid manure; if domesticated animals, including horses, sheep, goats, swine, beef cattle, rabbits, chickens, turkeys, or ducks are corralled, penned, or otherwise caused to remain in restricted areas for commercial agricultural purposes and feeding is by means other than grazing.
- (11) CONSTRUCTION/DEMOLITION ACTIVITIES means any on-site mechanical activities conducted in preparation of, or related to, the building, alteration, rehabilitation, demolition or improvement of property, including, but not limited to the following activities: grading, excavation, loading, crushing, cutting, planing, shaping or ground breaking.
- (12) CONTRACTOR means any person who has a contractual arrangement to conduct an active operation for another person.
- (13) DAIRY FARM is an operation on a property, or set of properties that are contiguous or separated only by a public right-of-way, that raises cows or

produces milk from cows for the purpose of making a profit or for a livelihood. Heifer and calf farms are dairy farms.

- (14) **DISTURBED SURFACE AREA** means a portion of the earth's surface which has been physically moved, uncovered, destabilized, or otherwise modified from its undisturbed natural soil condition, thereby increasing the potential for emission of fugitive dust. This definition excludes those areas which have:
- (A) been restored to a natural state, such that the vegetative ground cover and soil characteristics are similar to adjacent or nearby natural conditions;
  - (B) been paved or otherwise covered by a permanent structure; or
  - (C) sustained a vegetative ground cover of at least 70 percent of the native cover for a particular area for at least 30 days.
- (15) **DUST SUPPRESSANTS** are water, hygroscopic materials, or non-toxic chemical stabilizers used as a treatment material to reduce fugitive dust emissions.
- (16) **EARTH-MOVING ACTIVITIES** means the use of any equipment for any activity where soil is being moved or uncovered, and shall include, but not be limited to the following: grading, earth cutting and filling operations, loading or unloading of dirt or bulk materials, adding to or removing from open storage piles of bulk materials, landfill operations, weed abatement through disking, and soil mulching.
- (17) **DUST CONTROL SUPERVISOR** means a person with the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule 403 requirements at an active operation.
- (18) **FUGITIVE DUST** means any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of any person.
- (19) **HIGH WIND CONDITIONS** means that instantaneous wind speeds exceed 25 miles per hour.
- (20) **INACTIVE DISTURBED SURFACE AREA** means any disturbed surface area upon which active operations have not occurred or are not expected to occur for a period of 20 consecutive days.
- (21) **LARGE OPERATIONS** means any active operations on property which contains 50 or more acres of disturbed surface area; or any earth-moving operation with a daily earth-moving or throughput volume of 3,850 cubic



- meters (5,000 cubic yards) or more three times during the most recent 365-day period.
- (22) OPEN STORAGE PILE is any accumulation of bulk material, which is not fully enclosed, covered or chemically stabilized, and which attains a height of three feet or more and a total surface area of 150 or more square feet.
- (23) PARTICULATE MATTER means any material, except uncombined water, which exists in a finely divided form as a liquid or solid at standard conditions.
- (24) PAVED ROAD means a public or private improved street, highway, alley, public way, or easement that is covered by typical roadway materials, but excluding access roadways that connect a facility with a public paved roadway and are not open to through traffic. Public paved roads are those open to public access and that are owned by any federal, state, county, municipal or any other governmental or quasi-governmental agencies. Private paved roads are any paved roads not defined as public.
- (25) PM<sub>10</sub> means particulate matter with an aerodynamic diameter smaller than or equal to 10 microns as measured by the applicable State and Federal reference test methods.
- (26) PROPERTY LINE means the boundaries of an area in which either a person causing the emission or a person allowing the emission has the legal use or possession of the property. Where such property is divided into one or more sub-tenancies, the property line(s) shall refer to the boundaries dividing the areas of all sub-tenancies.
- (27) RULE 403 IMPLEMENTATION HANDBOOK means a guidance document that has been approved by the Governing Board on April 2, 2004 or hereafter approved by the Executive Officer and the U.S. EPA.
- (28) SERVICE ROADS are paved or unpaved roads that are used by one or more public agencies for inspection or maintenance of infrastructure and which are not typically used for construction-related activity.
- (29) SIMULTANEOUS SAMPLING means the operation of two PM<sub>10</sub> samplers in such a manner that one sampler is started within five minutes of the other, and each sampler is operated for a consecutive period which must be not less than 290 minutes and not more than 310 minutes.
- (30) SOUTH COAST AIR BASIN means the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange

County as defined in California Code of Regulations, Title 17, Section 60104. The area is bounded on the west by the Pacific Ocean, on the north and east by the San Gabriel, San Bernardino, and San Jacinto Mountains, and on the south by the San Diego county line.

- (31) STABILIZED SURFACE means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust and is demonstrated to be stabilized. Stabilization can be demonstrated by one or more of the applicable test methods contained in the Rule 403 Implementation Handbook.
  - (32) TRACK-OUT means any bulk material that adheres to and agglomerates on the exterior surface of motor vehicles, haul trucks, and equipment (including tires) that have been released onto a paved road and can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
  - (33) TYPICAL ROADWAY MATERIALS means concrete, asphaltic concrete, recycled asphalt, asphalt, or any other material of equivalent performance as determined by the Executive Officer, and the U.S. EPA.
  - (34) UNPAVED ROADS means any unsealed or unpaved roads, equipment paths, or travel ways that are not covered by typical roadway materials. Public unpaved roads are any unpaved roadway owned by federal, state, county, municipal or other governmental or quasi-governmental agencies. Private unpaved roads are all other unpaved roadways not defined as public.
  - (35) VISIBLE ROADWAY DUST means any sand, soil, dirt, or other solid particulate matter which is visible upon paved road surfaces and which can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
  - (36) WIND-DRIVEN FUGITIVE DUST means visible emissions from any disturbed surface area which is generated by wind action alone.
  - (37) WIND GUST is the maximum instantaneous wind speed as measured by an anemometer.
- (d) Requirements
- (1) No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that:

- (A) the dust remains visible in the atmosphere beyond the property line of the emission source; or
  - (B) the dust emission exceeds 20 percent opacity (as determined by the appropriate test method included in the Rule 403 Implementation Handbook), if the dust emission is the result of movement of a motorized vehicle.
- (2) No person shall conduct active operations without utilizing the applicable best available control measures included in Table 1 of this Rule to minimize fugitive dust emissions from each fugitive dust source type within the active operation.
- (3) No person shall cause or allow PM<sub>10</sub> levels to exceed 50 micrograms per cubic meter when determined, by simultaneous sampling, as the difference between upwind and downwind samples collected on high-volume particulate matter samplers or other U.S. EPA-approved equivalent method for PM<sub>10</sub> monitoring. If sampling is conducted, samplers shall be:
- (A) Operated, maintained, and calibrated in accordance with 40 Code of Federal Regulations (CFR), Part 50, Appendix J, or appropriate U.S. EPA-published documents for U.S. EPA-approved equivalent method(s) for PM<sub>10</sub>.
  - (B) Reasonably placed upwind and downwind of key activity areas and as close to the property line as feasible, such that other sources of fugitive dust between the sampler and the property line are minimized.
- (4) No person shall allow track-out to extend 25 feet or more in cumulative length from the point of origin from an active operation. Notwithstanding the preceding, all track-out from an active operation shall be removed at the conclusion of each workday or evening shift.
- (5) No person shall conduct an active operation with a disturbed surface area of five or more acres, or with a daily import or export of 100 cubic yards or more of bulk material without utilizing at least one of the measures listed in subparagraphs (d)(5)(A) through (d)(5)(E) at each vehicle egress from the site to a paved public road.
- (A) Install a pad consisting of washed gravel (minimum-size: one inch) maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long.

- (B) Pave the surface extending at least 100 feet and at least 20 feet wide.
  - (C) Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
  - (D) Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
  - (E) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the actions specified in subparagraphs (d)(5)(A) through (d)(5)(D).
- (6) Beginning January 1, 2006, any person who operates or authorizes the operation of a confined animal facility subject to this Rule shall implement the applicable conservation management practices specified in Table 4 of this Rule.

(e) Additional Requirements for Large Operations

- (1) Any person who conducts or authorizes the conducting of a large operation subject to this Rule shall implement the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards can not be met through use of Table 2 actions; and shall:
  - (A) submit a fully executed Large Operation Notification (Form 403 N) to the Executive Officer within 7 days of qualifying as a large operation;
  - (B) include, as part of the notification, the name(s), address(es), and phone number(s) of the person(s) responsible for the submittal, and a description of the operation(s), including a map depicting the location of the site;
  - (C) maintain daily records to document the specific dust control actions taken, maintain such records for a period of not less than three years; and make such records available to the Executive Officer upon request;

- (D) install and maintain project signage with project contact signage that meets the minimum standards of the Rule 403 Implementation Handbook, prior to initiating any earthmoving activities;
  - (E) identify a dust control supervisor that:
    - (i) is employed by or contracted with the property owner or developer;
    - (ii) is on the site or available on-site within 30 minutes during working hours;
    - (iii) has the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule requirements;
    - (iv) has completed the AQMD Fugitive Dust Control Class and has been issued a valid Certificate of Completion for the class; and
  - (F) notify the Executive Officer in writing within 30 days after the site no longer qualifies as a large operation as defined by paragraph (c)(18).
- (2) Any Large Operation Notification submitted to the Executive Officer or AQMD-approved dust control plan shall be valid for a period of one year from the date of written acceptance by the Executive Officer. Any Large Operation Notification accepted pursuant to paragraph (e)(1), excluding those submitted by aggregate-related plants and cement manufacturing facilities must be resubmitted annually by the person who conducts or authorizes the conducting of a large operation, at least 30 days prior to the expiration date, or the submittal shall no longer be valid as of the expiration date. If all fugitive dust sources and corresponding control measures or special circumstances remain identical to those identified in the previously accepted submittal or in an AQMD-approved dust control plan, the resubmittal may be a simple statement of no-change (Form 403NC).
- (f) **Compliance Schedule**  
The newly amended provisions of this Rule shall become effective upon adoption. Pursuant to subdivision (e), any existing site that qualifies as a large operation will have 60 days from the date of Rule adoption to comply with the notification and recordkeeping requirements for large operations. Any Large Operation

Notification or AQMD-approved dust control plan which has been accepted prior to the date of adoption of these amendments shall remain in effect and the Large Operation Notification or AQMD-approved dust control plan annual resubmittal date shall be one year from adoption of this Rule amendment.

(g) Exemptions

- (1) The provisions of this Rule shall not apply to:
  - (A) Dairy farms.
  - (B) Confined animal facilities provided that the combined disturbed surface area within one continuous property line is one acre or less.
  - (C) Agricultural vegetative crop operations provided that the combined disturbed surface area within one continuous property line and not separated by a paved public road is 10 acres or less.
  - (D) Agricultural vegetative crop operations within the South Coast Air Basin, whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
    - (i) voluntarily implements the conservation management practices contained in the Rule 403 Agricultural Handbook;
    - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Agricultural Handbook; and
    - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.
  - (E) Agricultural vegetative crop operations outside the South Coast Air Basin whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
    - (i) voluntarily implements the conservation management practices contained in the Rule 403 Coachella Valley Agricultural Handbook; and
    - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Coachella Valley Agricultural Handbook; and
    - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.

- (F) Active operations conducted during emergency life-threatening situations, or in conjunction with any officially declared disaster or state of emergency.
  - (G) Active operations conducted by essential service utilities to provide electricity, natural gas, telephone, water and sewer during periods of service outages and emergency disruptions.
  - (H) Any contractor subsequent to the time the contract ends, provided that such contractor implemented the required control measures during the contractual period.
  - (I) Any grading contractor, for a phase of active operations, subsequent to the contractual completion of that phase of earth-moving activities, provided that the required control measures have been implemented during the entire phase of earth-moving activities, through and including five days after the final grading inspection.
  - (J) Weed abatement operations ordered by a county agricultural commissioner or any state, county, or municipal fire department, provided that:
    - (i) mowing, cutting or other similar process is used which maintains weed stubble at least three inches above the soil; and
    - (ii) any discing or similar operation which cuts into and disturbs the soil, where watering is used prior to initiation of these activities, and a determination is made by the agency issuing the weed abatement order that, due to fire hazard conditions, rocks, or other physical obstructions, it is not practical to meet the conditions specified in clause (g)(1)(H)(i). The provisions this clause shall not exempt the owner of any property from stabilizing, in accordance with paragraph (d)(2), disturbed surface areas which have been created as a result of the weed abatement actions.
  - (K) sandblasting operations.
- (2) The provisions of paragraphs (d)(1) and (d)(3) shall not apply:
- (A) When wind gusts exceed 25 miles per hour, provided that:

- (i) The required Table 3 contingency measures in this Rule are implemented for each applicable fugitive dust source type, and;
    - (ii) records are maintained in accordance with subparagraph (e)(1)(C).
  - (B) To unpaved roads, provided such roads:
    - (i) are used solely for the maintenance of wind-generating equipment; or
    - (ii) are unpaved public alleys as defined in Rule 1186; or
    - (iii) are service roads that meet all of the following criteria:
      - (a) are less than 50 feet in width at all points along the road;
      - (b) are within 25 feet of the property line; and
      - (c) have a traffic volume less than 20 vehicle-trips per day.
  - (C) To any active operation, open storage pile, or disturbed surface area for which necessary fugitive dust preventive or mitigative actions are in conflict with the federal Endangered Species Act, as determined in writing by the State or federal agency responsible for making such determinations.
- (3) The provisions of (d)(2) shall not apply to any aggregate-related plant or cement manufacturing facility that implements the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards of paragraphs (d)(1) and (d)(3) can not be met through use of Table 2 actions.
  - (4) The provisions of paragraphs (d)(1), (d)(2), and (d)(3) shall not apply to:
    - (A) Blasting operations which have been permitted by the California Division of Industrial Safety; and
    - (B) Motion picture, television, and video production activities when dust emissions are required for visual effects. In order to obtain this exemption, the Executive Officer must receive notification in writing at least 72 hours in advance of any such activity and no nuisance results from such activity.
  - (5) The provisions of paragraph (d)(3) shall not apply if the dust control actions, as specified in Table 2, are implemented on a routine basis for



each applicable fugitive dust source type. To qualify for this exemption, a person must maintain records in accordance with subparagraph (e)(1)(C).

- (6) The provisions of paragraph (d)(4) shall not apply to earth coverings of public paved roadways where such coverings are approved by a local government agency for the protection of the roadway, and where such coverings are used as roadway crossings for haul vehicles provided that such roadway is closed to through traffic and visible roadway dust is removed within one day following the cessation of activities.
- (7) The provisions of subdivision (e) shall not apply to:
  - (A) officially-designated public parks and recreational areas, including national parks, national monuments, national forests, state parks, state recreational areas, and county regional parks.
  - (B) any large operation which is required to submit a dust control plan to any city or county government which has adopted a District-approved dust control ordinance.
  - (C) any large operation subject to Rule 1158, which has an approved dust control plan pursuant to Rule 1158, provided that all sources of fugitive dust are included in the Rule 1158 plan.
- (8) The provisions of subparagraph (e)(1)(A) through (e)(1)(C) shall not apply to any large operation with an AQMD-approved fugitive dust control plan provided that there is no change to the sources and controls as identified in the AQMD-approved fugitive dust control plan.

(h) Fees

Any person conducting active operations for which the Executive Officer conducts upwind/downwind monitoring for PM<sub>10</sub> pursuant to paragraph (d)(3) shall be assessed applicable Ambient Air Analysis Fees pursuant to Rule 304.1. Applicable fees shall be waived for any facility which is exempted from paragraph (d)(3) or meets the requirements of paragraph (d)(3).

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Backfilling	01-1 Stabilize backfill material when not actively handling; and	✓ Mix backfill soil with water prior to moving
	01-2 Stabilize backfill material during handling; and	✓ Dedicate water truck or high capacity hose to backfilling equipment
	01-3 Stabilize soil at completion of activity.	✓ Empty loader bucket slowly so that no dust plumes are generated ✓ Minimize drop height from loader bucket
Clearing and grubbing	02-1 Maintain stability of soil through pre-watering of site prior to clearing and grubbing; and	✓ Maintain live perennial vegetation where possible
	02-2 Stabilize soil during clearing and grubbing activities; and	✓ Apply water in sufficient quantity to prevent generation of dust plumes
	02-3 Stabilize soil immediately after clearing and grubbing activities.	
Clearing forms	03-1 Use water spray to clear forms; or	✓ Use of high pressure air to clear forms may cause exceedance of Rule requirements
	03-2 Use sweeping and water spray to clear forms; or	
	03-3 Use vacuum system to clear forms.	
Crushing	04-1 Stabilize surface soils prior to operation of support equipment; and	✓ Follow permit conditions for crushing equipment
	04-2 Stabilize material after crushing.	✓ Pre-water material prior to loading into crusher ✓ Monitor crusher emissions opacity ✓ Apply water to crushed material to prevent dust plumes

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Cut and fill	05-1 Pre-water soils prior to cut and fill activities; and	✓ For large sites, pre-water with sprinklers or water trucks and allow time for penetration
	05-2 Stabilize soil during and after cut and fill activities.	✓ Use water trucks/pulls to water soils to depth of cut prior to subsequent cuts
Demolition – mechanical/manual	06-1 Stabilize wind erodible surfaces to reduce dust; and	✓ Apply water in sufficient quantities to prevent the generation of visible dust plumes
	06-2 Stabilize surface soil where support equipment and vehicles will operate; and	
	06-3 Stabilize loose soil and demolition debris; and	
	06-4 Comply with AQMD Rule 1403.	
Disturbed soil	07-1 Stabilize disturbed soil throughout the construction site; and	✓ Limit vehicular traffic and disturbances on soils where possible
	07-2 Stabilize disturbed soil between structures	✓ If interior block walls are planned, install as early as possible ✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes
Earth-moving activities	08-1 Pre-apply water to depth of proposed cuts; and	✓ Grade each project phase separately, timed to coincide with construction phase
	08-2 Re-apply water as necessary to maintain soils in a damp condition and to ensure that visible emissions do not exceed 100 feet in any direction; and	✓ Upwind fencing can prevent material movement on site ✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes
	08-3 Stabilize soils once earth-moving activities are complete.	

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Importing/exporting of bulk materials	09-1 Stabilize material while loading to reduce fugitive dust emissions; and	✓ Use tarps or other suitable enclosures on haul trucks
	09-2 Maintain at least six inches of freeboard on haul vehicles; and	✓ Check belly-dump truck seals regularly and remove any trapped rocks to prevent spillage
	09-3 Stabilize material while transporting to reduce fugitive dust emissions; and	✓ Comply with track-out prevention/mitigation requirements
	09-4 Stabilize material while unloading to reduce fugitive dust emissions; and	✓ Provide water while loading and unloading to reduce visible dust plumes
	09-5 Comply with Vehicle Code Section 23114.	
Landscaping	10-1 Stabilize soils, materials, slopes	✓ Apply water to materials to stabilize ✓ Maintain materials in a crusted condition ✓ Maintain effective cover over materials ✓ Stabilize sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slopes ✓ Hydroseed prior to rain season
Road shoulder maintenance	11-1 Apply water to unpaved shoulders prior to clearing; and	✓ Installation of curbing and/or paving of road shoulders can reduce recurring maintenance costs
	11-2 Apply chemical dust suppressants and/or washed gravel to maintain a stabilized surface after completing road shoulder maintenance.	✓ Use of chemical dust suppressants can inhibit vegetation growth and reduce future road shoulder maintenance costs

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Screening	12-1 Pre-water material prior to screening; and 12-2 Limit fugitive dust emissions to opacity and plume length standards; and 12-3 Stabilize material immediately after screening.	<ul style="list-style-type: none"> <li>✓ Dedicate water truck or high capacity hose to screening operation</li> <li>✓ Drop material through the screen slowly and minimize drop height</li> <li>✓ Install wind barrier with a porosity of no more than 50% upwind of screen to the height of the drop point</li> </ul>
Staging areas	13-1 Stabilize staging areas during use; and 13-2 Stabilize staging area soils at project completion.	<ul style="list-style-type: none"> <li>✓ Limit size of staging area</li> <li>✓ Limit vehicle speeds to 15 miles per hour</li> <li>✓ Limit number and size of staging area entrances/exists</li> </ul>
Stockpiles/ Bulk Material Handling	14-1 Stabilize stockpiled materials. 14-2 Stockpiles within 100 yards of off-site occupied buildings must not be greater than eight feet in height; or must have a road bladed to the top to allow water truck access or must have an operational water irrigation system that is capable of complete stockpile coverage.	<ul style="list-style-type: none"> <li>✓ Add or remove material from the downwind portion of the storage pile</li> <li>✓ Maintain storage piles to avoid steep sides or faces</li> </ul>

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Traffic areas for construction activities	15-1 Stabilize all off-road traffic and parking areas; and 15-2 Stabilize all haul routes; and 15-3 Direct construction traffic over established haul routes.	✓ Apply gravel/paving to all haul routes as soon as possible to all future roadway areas ✓ Barriers can be used to ensure vehicles are only used on established parking areas/haul routes
Trenching	16-1 Stabilize surface soils where trencher or excavator and support equipment will operate; and 16-2 Stabilize soils at the completion of trenching activities.	✓ Pre-watering of soils prior to trenching is an effective preventive measure. For deep trenching activities, pre-trench to 18 inches soak soils via the pre-trench and resuming trenching ✓ Washing mud and soils from equipment at the conclusion of trenching activities can prevent crusting and drying of soil on equipment
Truck loading	17-1 Pre-water material prior to loading; and 17-2 Ensure that freeboard exceeds six inches (CVC 23114)	✓ Empty loader bucket such that no visible dust plumes are created ✓ Ensure that the loader bucket is close to the truck to minimize drop height while loading
Turf Overseeding	18-1 Apply sufficient water immediately prior to conducting turf vacuuming activities to meet opacity and plume length standards; and 18-2 Cover haul vehicles prior to exiting the site.	✓ Haul waste material immediately off-site

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
 (Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Unpaved roads/parking lots	19-1 Stabilize soils to meet the applicable performance standards; and 19-2 Limit vehicular travel to established unpaved roads (haul routes) and unpaved parking lots.	✓ Restricting vehicular access to established unpaved travel paths and parking lots can reduce stabilization requirements
Vacant land	20-1 In instances where vacant lots are 0.10 acre or larger and have a cumulative area of 500 square feet or more that are driven over and/or used by motor vehicles and/or off-road vehicles, prevent motor vehicle and/or off-road vehicle trespassing, parking and/or access by installing barriers, curbs, fences, gates, posts, signs, shrubs, trees or other effective control measures.	

**Table 2**  
**DUST CONTROL MEASURES FOR LARGE OPERATIONS**

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL ACTIONS</b>
<b>Earth-moving (except construction cutting and filling areas, and mining operations)</b>	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
<b>Earth-moving: Construction fill areas:</b>	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>



Table 2 (Continued)

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
<b>Earth-moving: Construction cut areas and mining operations:</b>	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
<b>Disturbed surface areas (except completed grading areas)</b>	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 percent of the unstabilized area.
<b>Disturbed surface areas: Completed grading areas</b>	(2c) Apply chemical stabilizers within five working days of grading completion; OR  (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
<b>Inactive disturbed surface areas</b>	(3a) Apply water to at least 80 percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR  (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR  (3c) Establish a vegetative ground cover within 21 days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR  (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

Table 2 (Continued)

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
<b>Unpaved Roads</b>	<p>(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR</p> <p>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR</p> <p>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.</p>
<b>Open storage piles</b>	<p>(5a) Apply chemical stabilizers; OR</p> <p>(5b) Apply water to at least 80 percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR</p> <p>(5c) Install temporary coverings; OR</p> <p>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile. This option may only be used at aggregate-related plants or at cement manufacturing facilities.</p>
<b>All Categories</b>	<p>(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.</p>

**TABLE 3  
CONTINGENCY CONTROL MEASURES FOR LARGE OPERATIONS**

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL MEASURES</b>
<b>Earth-moving</b>	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
<b>Disturbed surface areas</b>	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
<b>Unpaved roads</b>	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice per hour during active operation; OR (3C) Stop all vehicular traffic.
<b>Open storage piles</b>	(1D) Apply water twice per hour; OR (2D) Install temporary coverings.
<b>Paved road track-out</b>	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
<b>All Categories</b>	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

**Table 4**  
**(Conservation Management Practices for Confined Animal Facilities)**

SOURCE CATEGORY	CONSERVATION MANAGEMENT PRACTICES
<b>Manure Handling</b>  (Only applicable to Commercial Poultry Ranches)	(1a) Cover manure prior to removing material off-site; AND (1b) Spread the manure before 11:00 AM and when wind conditions are less than 25 miles per hour; AND (1c) Utilize coning and drying manure management by removing manure at laying hen houses at least twice per year and maintain a base of no less than 6 inches of dry manure after clean out; or in lieu of complying with conservation management practice (1c), comply with conservation management practice (1d). (1d) Utilize frequent manure removal by removing the manure from laying hen houses at least every seven days and immediately thin bed dry the material.
<b>Feedstock Handling</b>	(2a) Utilize a sock or boot on the feed truck auger when filling feed storage bins.
<b>Disturbed Surfaces</b>	(3a) Maintain at least 70 percent vegetative cover on vacant portions of the facility; OR (3b) Utilize conservation tillage practices to manage the amount, orientation and distribution of crop and other plant residues on the soil surface year-round, while growing crops (if applicable) in narrow slots or tilled strips; OR (3c) Apply dust suppressants in sufficient concentrations and frequencies to maintain a stabilized surface.
<b>Unpaved Roads</b>	(4a) Restrict access to private unpaved roads either through signage or physical access restrictions and control vehicular speeds to no more than 15 miles per hour through worker notifications, signage, or any other necessary means; OR (4b) Cover frequently traveled unpaved roads with low silt content material (i.e., asphalt, concrete, recycled road base, or gravel to a minimum depth of four inches); OR (4c) Treat unpaved roads with water, mulch, chemical dust suppressants or other cover to maintain a stabilized surface.
<b>Equipment Parking Areas</b>	(5a) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (5b) Apply material with low silt content (i.e., asphalt, concrete, recycled road base, or gravel to a depth of four inches).

APPENDIX "B"

PROJECT SIGNS

8'-0"

RIVERSIDE COUNTY FLOOD CONTROL (1)  
AND  
WATER CONSERVATION DISTRICT

LEACH CANYON DAM (2)  
STAGE 90  
SPILLWAY RESTORATION  
PROJECT 3-0-00105

TOTAL CONSTRUCTION COST: \$ \* (3)  
FUNDED BY RIVERSIDE COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT (4)

START DATE: \* (4) APPROX. COMPLETION DATE: \*

ENGINEER: (4) CONTRACTOR: \*

JASON E. UHLEY (5)  
GENERAL MANAGER-CHIEF ENGINEER  
RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
RIVERSIDE, CALIFORNIA  
(951) 955-1200

3/4" CDX GRADE  
PLYWOOD

LETTER SCHEDULE

	SIZE	COLOR
(1)	2"	BLACK
(2)	4"	ROYAL
(3)	3"	ROYAL
(4)	2"	ROYAL
(5)	2"	BLACK

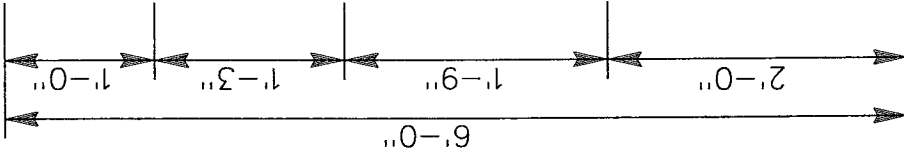


6x6 POSTS SHALL  
BE BURIED 3' MINIMUM  
WITH 5' FROM GROUND  
TO BOTTOM OF SIGN

NOTES:

1. MINIMUM SPACING BETWEEN LINES 1".
2. \* -INFO. FURNISHED BY ENGINEER
3. ALL LETTERS FILLED AND CENTERED
4. THE STRIPES ARE GOLD AND BLACK ON WHITE BACKGROUND.

APPENDIX "B" PROJECT SIGN



**ADDITIONAL ITEMS FILED  
WITH  
THE CLERK OF THE  
BOARD**