

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



ITEM: 11.4  
(ID # 18331)

**MEETING DATE:**  
Tuesday, March 01, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Accept Low Bid and Award the Contract for the Paramount Estates MDP Line C, Project No. 1-0-00266, District 2. [\$1,891,693 Total Cost – 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 Los Angeles Engineering, Inc. for \$1,836,595 for the construction of the above-referenced project;
2. Award the contract to Los Angeles Engineering, Inc., and authorize the Chair of the District's Board of Supervisors 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 Paramount Estates MDP Line C contract documents to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

2/10/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: March 1, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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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>	\$283,754	\$1,607,939	\$1,891,693	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 25110 947400 548200 Zone 1 Infrastructure 25110 947400 523220 Zone 1 License and Permits			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22-22/23	

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

**BACKGROUND:**

**Summary**

On October 26, 2021 (Agenda Item 11.2, MT#17300), the District's Board of Supervisors ("Board") authorized the Clerk of the Board to advertise for construction contract bids for the Paramount Estates MDP Line C project ("Project").

The District opened bids for the Project on December 1, 2021. The lowest responsible bid was received from Los Angeles Engineering, Inc. ("Contractor") for the sum of \$1,836,595. Five contractors submitted a bid in response to this call for bids. The bid documents have been reviewed by County Counsel and District staff. The bid submitted by Los Angeles Engineering, Inc. contained a minor irregularity. The surety's signature was acknowledged by the notary with an expired commission. However, it was determined that the bid bond 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 29, 2021, a Notice of Intent to Award the contract to Contractor was posted under Public Notices at [www.rcflood.org](http://www.rcflood.org). 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. A bid protest was received by the second low bidder based on the assertion that their bid bond was issued by an invalid notary. However, it was determined that the bid bond remains a valid and enforceable document. Therefore, 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. The protest letter and the District's response to the protest are included as attachments to this item.

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

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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).

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

**CEQA Compliance**

On October 26, 2021 (Agenda Item 11.2, MT#17300), the District's Board of Supervisors adopted Resolution No. F2021-40, which found that the Initial Study/Mitigated Negative Declaration that was adopted by the City of Jurupa Valley for the Change of Zone 17003/Tentative Tract Map 37211 project (SCH 2018071006) included an analysis of the Paramount Estates MDP Line C Project. The District, in its limited capacity as a Responsible Agency pursuant to the California Environmental Quality Act ("CEQA"), found that all potentially significant environmental effects have been adequately analyzed and that construction and maintenance of the Project will not have a significant adverse effect on the environment. As such, in accordance with Section 15075 of the CEQA Guidelines, a Notice of Determination was filed by the Clerk of the Board, therefore, nothing further is required under CEQA.

**Prev. Agn. Ref.: MT#17300 11.2 of 10/26/2021 Advertise  
MT#17300 11.2 of 10/26/2021 Resolution F2021-40/CEQA  
MT#13721 11.1 of 11/17/2020 Coop Agreement**

**Impact on Residents and Businesses**

The Paramount Estates MDP Line C storm drain will provide flood protection for the existing neighborhood southwest of the Canal Street and Opal Street intersection in Jurupa Valley. It will also provide flood protection to parts of Tentative Tract Map 37211. The Project will construct 1,100 feet of various size (36"-48") reinforced concrete pipe approximately 77 lineal feet of a double cell 11'x7' reinforced concrete box, and modifications to both the existing Sunnyslope Channel and Sunnyslope Channel Freeway Lateral.

**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 \$1,836,595 for Contractor, plus up to \$55,098 (3% of bid) for MSHCP mitigation, for a total of \$1,891,693 (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**

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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 14% over the project engineer's estimate.

**ATTACHMENTS:**

1. Bid Summary/Abstract
2. Project Location Map
3. Contract Documents (Sheets XXIII through XXXIV) and Certificate of Liability Insurance - 4 copies
4. Bid Protest Letter from Downing Construction, Inc.
5. Response to Bid Protest

P8/241991



Jason Farin, Principal Management Analyst

2/23/2022



Gregory M. Priarios, Director County Counsel

2/17/2022

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of March 1, 2022 and is by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (District) and LOS ANGELES ENGINEERING, INC. (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. 1-0-00266, Paramount Estates MDP Line C** 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. 1-0-00266, Paramount Estates MDP Line C** 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) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions;
- (j) Detailed Specifications;
- (k) Plans;
- (l) Appendices and any other documents included in or incorporated into the Contract Documents;
- (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents; and
- (n) 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.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 2-17-22  
SYNTHIA M. GUNZEL DATE

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

ATTEST:

KECIA HARPER  
Clerk of the Board

By [Signature]  
Deputy

(Seal)



Los Angeles Engineering, Inc.  
Contractor  
By [Signature]  
Title Aaron O'Brien, Secretary

**(If corporation affix corporate 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 Los Angeles )

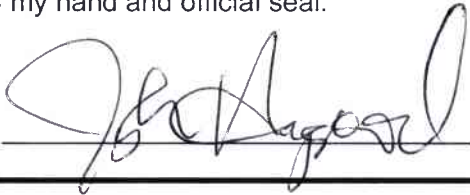
On 01/10/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Aaron O'Brien  
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)



EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's Project No. **1-0-00266, Paramount Estates Line C**, located in the city of Jurupa Valley, 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.	---	---	\$200,000.00
2.	Water Control	L.S.	---	---	30,000.00
3.	Traffic Control	L.S.	---	---	6,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	40,000.00
5.	Excavation	C.Y.	2,900	\$20.00	58,000.00
6.	Structure Excavation	C.Y.	720	\$21.00	15,120.00
7.	Backfill	C.Y.	2,200	\$18.00	39,600.00
8.	Structure Backfill	C.Y.	700	\$40.00	28,000.00
9.	Controlled Low Strength Material (CLSM)	C.Y.	550	\$150.00	82,500.00
10.	Filter Material	C.Y.	100	\$75.00	7,500.00
11.	Trench Safety System and Falsework	L.S.	---	---	17,000.00
12.	Class "A" Concrete, Reinforced Concrete Box	C.Y.	170	\$1,350.00	229,500.00
13.	Class "A" Concrete, Caltrans Retaining Wall Footing	C.Y.	26	\$950.00	24,700.00



EXHIBIT A contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
14.	Class "A" Concrete, Caltrans Retaining Wall	C.Y.	14	\$2,700.00	37,800.00
15.	Class "A" Concrete, Channel Wall	C.Y.	280	\$750.00	210,000.00
16.	Class "A" Concrete, Channel Invert	C.Y.	127	\$1,150.00	146,050.00
17.	Class "A" Concrete, Minor Structures	C.Y.	34	\$1,650.00	56,100.00
18.	Class "A" Concrete, 2' Cutoff Wall	C.Y.	2	\$2,200.00	4,400.00
19.	Class "A" Concrete, Junction Structure No. 1	EACH	1	\$6,900.00	6,900.00
20.	Class "B" Concrete, Miscellaneous	C.Y.	2	\$1,500.00	3,000.00
21.	Junction Structure No. 2	EACH	1	\$3,300.00	3,300.00
22.	Manhole No. 4	EACH	2	\$7,200.00	14,400.00
23.	24" RCP, Class IV	L.F.	64	\$180.00	11,520.00
24.	36" RCP, 2000D	L.F.	485	\$200.00	97,000.00
25.	48" RCP, 2000D	L.F.	630	\$276.00	173,880.00
26.	Aggregate Base, Class 2	C.Y.	55	\$85.00	4,675.00
27.	Hot Mix Asphalt (HMA)	TONS	60	\$335.00	20,100.00
28.	Temporary Resurfacing	TONS	30	\$150.00	\$4,500.00
29.	6-Foot Chain Link Fence	L.F.	380	\$65.00	24,700.00
30.	Cable Railing	L.F.	68	\$100.00	6,800.00

EXHIBIT A contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
31.	14-Foot Double Drive Gates	PAIR	4	\$4,500.00	18,000.00
32.	12-Foot Double Drive Gates	PAIR	1	\$4,500.00	4,500.00
33.	Miscellaneous Iron and Steel	LBS.	3,900	\$2.50	9,750.00
34.	Subdrain	L.F.	270	\$30.00	8,100.00
35.	Object Marker	EACH	3	\$400.00	1,200.00
36.	Steel Casings ID=18-Inch, t=0.3125	L.F.	80	\$165.00	13,200.00
37.	4" PVC Sleeves, Schedule 80	L.F..	280	\$25.00	7,000.00
38.	Extra Directed Work	L.S.	---	---	120,000.00
39.	Rock Mulch	C.Y.	62	\$200.00	12,400.00
40.	Access Road Rock	C.Y.	28	\$175.00	4,900.00
41.	Dust Abatement	L.S.	---	---	18,000.00
42.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	12,000.00
43.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	4,500.00
TOTAL					\$1,836,595.00

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 March 1, 2022, has awarded Construction Contract Number: 1-0-00266 ("Contract") to the undersigned, Los Angeles Engineering, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Paramount Estates MDP Line C, 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 One Million Eight Hundred Thirty Six Thousand \*  Dollars (\$ 1,836,595.00), 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.

- XXVI -

\* Five Hundred Ninety Five and No/100

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)

Los Angeles Engineering, Inc.  
\_\_\_\_\_  
(Proper name of Principal)

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

Aaron O'Brien, Secretary  
\_\_\_\_\_  
Print or type authorized representative's Name and Title


633 N. Barranca Ave, Covina, CA 91723  
\_\_\_\_\_  
Print or type Principal's Address

633 N. Barranca Ave.  
\_\_\_\_\_

Covina, CA 91723  
\_\_\_\_\_

(Corporate Seal of Surety)

Liberty Mutual Insurance Company  
Surety

By:  \_\_\_\_\_  
Attorney-in-Fact, Maria Pena

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

\_\_\_\_\_  
Name and Address of California Agent of Surety

Alliant Insurance Services, Inc.  
\_\_\_\_\_

333 S Hope Street, Los Angeles, CA 90071  
\_\_\_\_\_

213-443-2476  
\_\_\_\_\_  
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 Los Angeles )

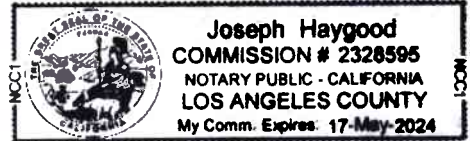
On 02/16/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

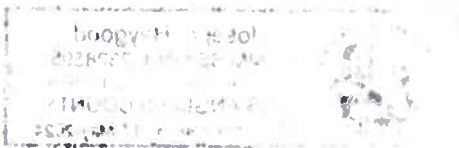
personally appeared Aaron O'Brien  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

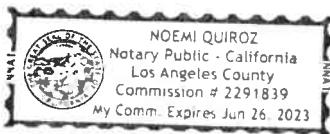
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On JAN 7 - 2022, before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: *Noemi Quiroz*  
Noemi Quiroz, Notary Public





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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA 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 4th day of March, 2021.

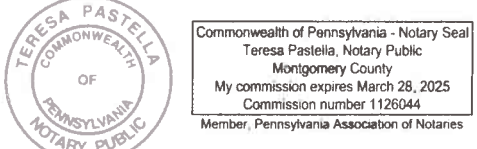


Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 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.



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 7th day of January, 2022



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

(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 March 1, 2022, has awarded Construction Contract Number: 1-0-00266 ("Contract") to the undersigned, Los Angeles Engineering, Inc., as Principal ("Principal") to perform the work ("Work") for the following project: Paramount Estates MDP Line C.

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 One Million Eight Hundred Thirty Six Thousand \*                      Dollars (\$ 1,836,595.00 ), 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.

\* Five Hundred Ninety Five and No/100

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.

Los Angeles Engineering, Inc.

(Proper name of Principal)

(Corporate Seal of Principal,  
if Corporation)

By: 

Signature of Principal's authorized representative

Aaron O'Brien, Secretary

Print or type authorized representative's Name and Title

433 N. Barranca Ave., Covina, Ca 91723

Print or type Principal's Address

633 N. Barranca Ave.

Covina , CA 91723

(Corporate Seal of Surety)

Liberty Mutual Insurance Company  
Surety

By: 

Attorney-in-Fact , Maria Pena

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

Name and Address of California Agent of Surety

Alliant Insurance Services, Inc.

333 S Hope Street, Los Angeles, CA 90071

3213-443-2476

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 Los Angeles )

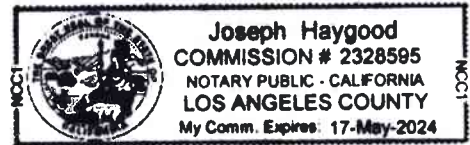
On 02/16/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

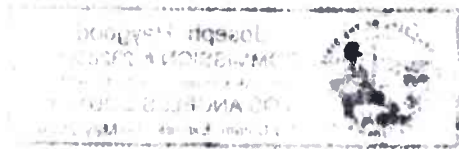
personally appeared Aaron O'Brien  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

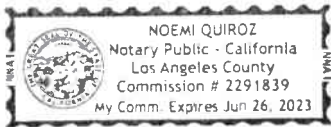
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On JAN 7 - 2022, before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: *Noemi Quiroz*  
Noemi Quiroz, Notary Public



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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA 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 4th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 JAN 7 - 2022 day of



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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: Los Angeles Engineering, Inc.

By: *Natalie Peters*

Title: Contract & Compliance Administrator



DECLARATION OF SUFFICIENCY OF FUNDS

Page 1 of 3

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Los Angeles Engineering, Inc. ("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:  
#353-96969

2. The Bidder's workers' compensation insurance policy number is:  
#54310127

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

Federal Insurance Company 215/640-1000  
202B Hall's Mill Rd, Whitehouse Station  
New Jersey 08889

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	See attached list	All Auto: #54310125	Same as above - Federal Ins.

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"]:  
N/A

DECLARATION OF SUFFICIENCY OF FUNDS

Page 2 of 3

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>
10	\$37	Every Friday

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>
LNA Concrete Structures	#611949
Trinity Fence Co	#1062599

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 2nd day of February, in the year 2022 at Covina, California.

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

Natalie Peters  
\_\_\_\_\_  
Type Name of Signer:

Los Angeles Engineering, Inc.  
\_\_\_\_\_  
Type Name of Bidder:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2022

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.

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.

PRODUCER License # 0757776
Riverside, CA - HUB International Insurance Services Inc.
PO Box 5345
Riverside, CA 92517
CONTACT NAME:
PHONE (A/C, No., Ext): (951) 788-8500
FAX (A/C, No.): (951) 788-8502
INSURER(S) AFFORDING COVERAGE
INSURER A : Executive Risk Indemnity 35181
INSURER B : Federal Insurance Company 20281
INSURER C : Starr Indemnity and Liability 38318
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD VWD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LAE Job #1543; Project No. 1-0-00266, Paramount Estates MDP Line C.
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...

CERTIFICATE HOLDER: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501
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. AUTHORIZED REPRESENTATIVE: [Signature]



## ADDITIONAL REMARKS SCHEDULE

AGENCY Riverside, CA - HUB International Insurance Services Inc.	License # 0757776	NAMED INSURED Los Angeles Engineering, Inc. 633 N. Barranca Ave. Covina, CA 91723
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Cancellation:

Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

WHERE REQUIRED BY WRITTEN CONTRACT.

**Location Of Covered Operations:**

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

**COMMERCIAL AUTOMOBILE**

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

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**(D) Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only;

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Los Angeles Engineering, Inc.

**Endorsement Effective Date:** 04/01/2021

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Where Required By Written Contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

### Workers' Compensation and Employers' Liability Policy

Named Insured: Los Angeles Engineering, Inc.	Endorsement Number
	Policy Number: 54310127 Symbol:      Number:
Policy Period <b>04/01/2021 TO 04/01/2022</b>	Effective Date of Endorsement: 04/01/2021
Issued By Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

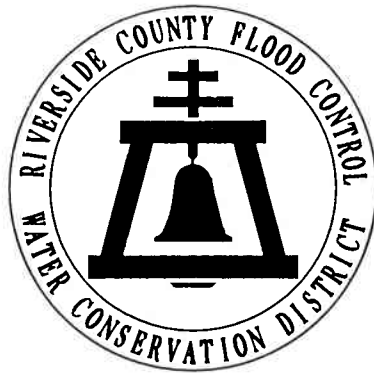
1. Where required by written contract.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:



SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
PARAMOUNT ESTATES MDP  
LINE C

PROJECT NO. 1-0-00266

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

Recommended By:

  
Design Engineer      Sept. 29 2021      Date



Approved By:

  
General Manager - Chief Engineer      Sept 29, 2021      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:

**Paramount Estates MDP Line C  
Project No. 1-0-00266  
located in the city of Jurupa Valley  
Riverside County, California**

On or after October 26, 2021, the Specifications and Contract Documents may be examined and obtained through [www.ebidboard.com](http://www.ebidboard.com). The Specifications and Contract Documents may also be viewed at the District's office at 1995 Market Street, Riverside, California, and purchased from the District for **\$60.00** per set if picking up and **\$65.00** per set if requesting to be mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 if picking up and \$15.00 if requesting to be mailed. No refunds.

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 Wednesday, December 1, 2021** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids. No mandatory pre-bid site meeting is scheduled for this project.

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

Michael Venable  
Email: [mlvenabl@rivco.org](mailto:mlvenabl@rivco.org)  
OR

Hard Copy: Riverside County Flood Control and Water Conservation District  
1995 Market Street, Riverside, CA 92501  
Attn: Michael Venable

Questions or requests must be received **no later than 5:00 p.m. on Thursday, November 18, 2021.**

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.

With the submittal of the Bid Proposal and other Contract Documents, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above and in accordance with Articles 1 through 4 of the Instructions to Bidders.

Dated: October 26, 2021

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.

#### **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 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.

	<b>BID DOCUMENT</b>	<b>SUBMITTAL TIMEFRAME</b>
<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"/>	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"/>	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:

Michael Venable

Email: mlvenabl@rivco.org

OR

Hard Copy: Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: Michael Venable

Questions or requests must be received **no later than 5:00 p.m. on Thursday, November 18, 2021.**

## 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 posted under Public Notices at [rcflood.org](http://rcflood.org). 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.

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"):** Los Angeles Engineering, Inc.

Los Angeles Engineering, Inc. (corporation)

Aaron O'Brien (Secretary)

Angus O'Brien (President)

Melody Turner (CFO)

(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

Ten Percent of Bid Amount

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.

- XIV -

**RECEIVED**

**DEC 01 2021**

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

1:54pm

PROPOSAL

For the Construction of **Paramount Estates MDP Line C**, located in the city of Jurupa Valley, 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.	---	---	20000 <sup>-</sup>
11	2.	Water Control	L.S.	---	---	30000 <sup>-</sup>
12	3.	Traffic Control	L.S.	---	---	6000 <sup>-</sup>
13	4.	Clearing and Miscellaneous Work	L.S.	---	---	40000 <sup>-</sup>
14	5.	Excavation	C.Y.	2,900	20 <sup>-</sup>	58000 <sup>-</sup>
14	6.	Structure Excavation	C.Y.	720	21 <sup>-</sup>	15120 <sup>-</sup>
14	7.	Backfill	C.Y.	2,200	18 <sup>-</sup>	39600 <sup>-</sup>
14	8.	Structure Backfill	C.Y.	700	40 <sup>-</sup>	28000 <sup>-</sup>
14	9.	Controlled Low Strength Material (CLSM)	C.Y.	550	150 <sup>-</sup>	82500 <sup>-</sup>
14	10.	Filter Material	C.Y.	100	75 <sup>-</sup>	7500 <sup>-</sup>
15	11.	Trench Safety System and Falsework	L.S.	---	---	17000 <sup>-</sup>
16	12.	Class "A" Concrete, Reinforced Concrete Box	C.Y.	170	1350 <sup>-</sup>	229500 <sup>-</sup>
16	13.	Class "A" Concrete, Caltrans Retaining Wall Footing	C.Y.	26	950 <sup>-</sup>	24700 <sup>-</sup>
16	14.	Class "A" Concrete, Caltrans Retaining Wall	C.Y.	14	2700 <sup>-</sup>	37800 <sup>-</sup>
16	15.	Class "A" Concrete, Channel Wall	C.Y.	280	750 <sup>-</sup>	210000 <sup>-</sup>
16	16.	Class "A" Concrete, Channel Invert	C.Y.	127	1150 <sup>-</sup>	146050 <sup>-</sup>
16	17.	Class "A" Concrete, Minor Structures	C.Y.	34	1650 <sup>-</sup>	56100 <sup>-</sup>
16	18.	Class "A" Concrete, 2' Cutoff Wall	C.Y.	2	2200 <sup>-</sup>	4400 <sup>-</sup>
16	19.	Class "A" Concrete, Junction Structure No. 1	EACH	1	6900 <sup>-</sup>	6900 <sup>-</sup>

PROPOSAL contd.

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
16	20.	Class "B" Concrete, Miscellaneous	C.Y.	2	1500-	3000-
16	21.	Junction Structure No. 2	EACH	1	3300-	3300-
16	22.	Manhole No. 4	EACH	2	7200-	14400-
17	23.	24" RCP, Class IV	L.F.	64	180-	11520-
17	24.	36" RCP, 2000D	L.F.	485	200-	97000-
17	25.	48" RCP, 2000D	L.F.	630	276-	173880-
19	26.	Aggregate Base, Class 2	C.Y.	55	85-	4675-
19	27.	Hot Mix Asphalt (HMA)	TONS	60	335-	20100-
19	28.	Temporary Resurfacing	TONS	30	150-	4500-
20	29.	6-Foot Chain Link Fence	L.F.	380	65-	24700-
20	30.	Cable Railing	L.F.	68	100-	6800-
20	31.	14-Foot Double Drive Gates	PAIR	4	4500-	18000-
20	32.	12-Foot Double Drive Gates	PAIR	1	4500-	4500-
21	33.	Miscellaneous Iron and Steel	LBS.	3,900	2.50	9750-
21	34.	Subdrain	L.F.	270	30-	8100-
21	35.	Object Marker	EACH	3	400-	1200-
21	36.	Steel Casings ID=18-Inch, t=0.3125	L.F.	80	165-	13200-
21	37.	4" PVC Sleeves, Schedule 80	L.F.	280	25-	7000-
21	38.	Extra Directed Work	L.S.	---	---	120,000.00
26	39.	Rock Mulch	C.Y.	62	200-	12400-
26	40.	Access Road Rock	C.Y.	28	175-	<del>4900</del> 4900

PROPOSAL contd.

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
27	41.	Dust Abatement	L.S	1	18000-	18000-
29	42.	Stormwater and Non-Stormwater Pollution Control	L.S.	1	12000-	12000-
29	43.	Non-Stormwater Discharge or Dewatering	L.S.	1	4500-	4500-

For the Total Bid Proposal of: **TOTAL COST**  
(State in Figures) \$ 1836595-

Los Angeles Engineering, Inc.  
Name of Contractor

*Melody Turner*  
Signature of Contractor's authorized representative

Name: Melody Turner

Title: *AOB* CFO

633 N. Barranca Ave.  
Address

95-4143653  
S.S.N. or E.I.N.

Covina, CA 91723  
City, State, Zip

591176 - A,B,C10,C27,C61/D12,HAZ  
Contractor's License No. and Classification

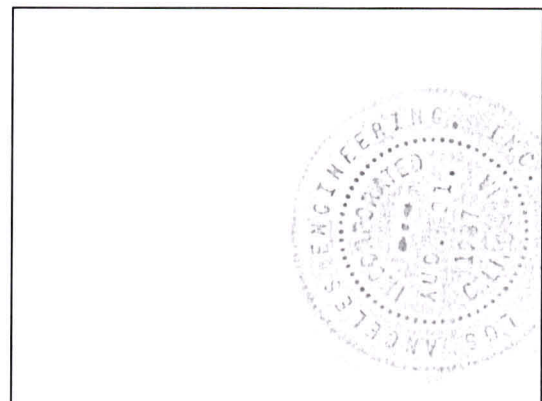
626-454-5222      626-454-5226  
Telephone Number      Fax Number

100002848  
Contractor's DIR Registration No.

aaron@laeng.net  
Email

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

Dated: 12/01/2021





## ACKNOWLEDGMENT

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

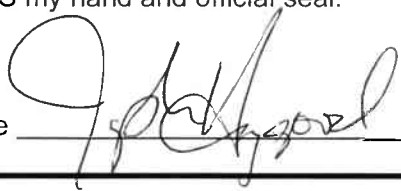
State of California  
County of Los Angeles )

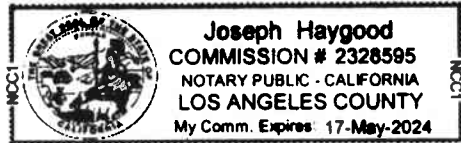
On 12/01/2021 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Melody Turner  
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)



Handwritten text, possibly a signature or date, located in the lower-left quadrant of the page. The text is faint and difficult to decipher.

LIST OF SUBCONTRACTORS

Contractor Los Angeles Engineering, Inc.

Paramount Estates MDP Line C  
Project No. 1-0-00266

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) 12 - 22, 33 (all partial)  
Name of Subcontractor LNA Concrete Structures  
Address/City/Phone 14071 Peyton Dr. #55, Chino Hills, CA 91709 909-393-1493  
License No. ~~611949~~ 611949 Subcontractor's DIR Registration No. 1000007129

Item No. (s) ~~29, 30 (all partial)~~ 29 - 32 (all partial)  
Name of Subcontractor Trinity Fence Company  
Address/City/Phone 6510 Box Springs Blvd, Ste H, Riverside, CA 92507 951-653-6987  
License No. 1062599 Subcontractor's DIR Registration No. 1000556994

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. \_\_\_\_\_



LIST OF SUBCONTRACTORS

Contractor Los Angeles Engineering, Inc.

Paramount Estates MDP Line C  
Project No. 1-0-00266

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) \_\_\_\_\_

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. \_\_\_\_\_

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. \_\_\_\_\_

LIST OF SUBCONTRACTORS

Contractor Los Angeles Engineering, Inc.

Paramount Estates MDP Line C  
Project No. 1-0-00266

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) \_\_\_\_\_

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. \_\_\_\_\_

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 34 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 34 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
<u>See Attached References</u>		



PROJECT NUMBER: 1523

**PROJECT INFORMATION:**

PROJECT NAME: Private Drain No. 472 - Line I Storm Drain  
PROJECT ADDRESS: Collegewood Dr, Walnut, CA  
PROJECT MGR/PHONE: Julio Guerrero 909-374-3502  
SUPERINTENDENT/PHONE: John Kay 626-388-6068

**CONTRACT INFORMATION:**

CONTRACT AMOUNT: \$305,200.00  
CONTRACT NUMBER: FCC0001308  
CONTRACT TYPE: UP  
DURATION: 25 Working Days  
ORIGINAL COMP DATE: Oct-20

**OWNER INFORMATION:**

OWNER NAME: Los Angeles County Public Works  
OWNER ADDRESS: 900 S. Fremont Ave, Alhambra, CA 91803  
OWNER PHONE: 626-458-3139  
OWNER FAX: 626-458-2197  
OWNER-CONTACT: Anoush Hovespians  
ahovespians@pw.lacounty.gov

**ARCHITECT INFORMATION:**

ARCHITECT NAME: Los Angeles County Public Works  
ARCHITECT ADDRESS: 900 S. Fremont Ave, Alhambra, CA 91803  
ARCHITECT PHONE: 626-458-3139  
ARCHITECT FAX: 626-458-2197  
ARCHITECT CONTACT: Anoush Hovespians  
ahovespians@pw.lacounty.gov

**CM INFORMATION:**

CM NAME: Los Angeles County Public Works  
CM ADDRESS: 900 S. Fremont Ave, Alhambra, CA 91803  
CM PHONE: 626-458-3139  
CM FAX: 626-458-2197  
CM CONTACT: Anoush Hovespians  
ahovespians@pw.lacounty.gov

% to Date Complete: 100%  
% of Work By LAE: 100%  
Actual Completion Date: Oct-20  
Actual Contract Amount: 320,082.00  
Original Start Date: Sep-20

SCOPE OF WORK: Replacement of 505' of 30" RCP with 30" dual wall polypropylene pipe



**PROJECT NUMBER:** 1509

**PROJECT INFORMATION:**

PROJECT NAME: Tujunga Spreading Grounds Intake Improvement  
PROJECT ADDRESS: Sun Valley near Sheldon St. and Arleta Ave., LA County  
PROJECT MGR/PHONE: Craig Claxton - 626-590-0847  
SUPERINTENDENT/PHONE: Lalo Gutierrez - 626-222-5473

**CONTRACT INFORMATION:**

CONTRACT AMOUNT: \$4,354,570.00  
CONTRACT NUMBER: FCC0001258  
CONTRACT TYPE: Unit Price  
DURATION: 100 Working Days  
ORIGINAL COMP DATE: Dec-19

**OWNER INFORMATION:**

OWNER NAME: County of Los Angeles  
OWNER ADDRESS: 900 S. Fremont Ave, 8th Flr, Alhambra, CA 91803  
OWNER PHONE: 626-458-3110  
OWNER FAX: 626-458-2197  
OWNER-CONTACT: Ali Dana  
[adana@dpw.lacounty.gov](mailto:adana@dpw.lacounty.gov)

**ARCHITECT INFORMATION:**

ARCHITECT NAME: County of Los Angeles  
ARCHITECT ADDRESS: 900 S. Fremont Ave, 8th Flr, Alhambra, CA 91803  
ARCHITECT PHONE: 626-458-3110  
ARCHITECT FAX: 626-458-2197  
ARCHITECT CONTACT: Ali Dana  
[adana@dpw.lacounty.gov](mailto:adana@dpw.lacounty.gov)

**CM INFORMATION:**

CM NAME: County of Los Angeles  
CM ADDRESS: 900 S. Fremont Ave, 8th Flr, Alhambra, CA 91803  
CM PHONE: 626-458-3110  
CM FAX: 626-458-2197  
CM CONTACT: Ali Dana  
[adana@dpw.lacounty.gov](mailto:adana@dpw.lacounty.gov)

% to Date Complete: 100%  
% of Work By LAE: 75%  
Actual Completion Date: Jul-21  
Actual Contract Amount: 5,162,919.49  
Original Start Date: Jun-19

**SCOPE OF WORK:** Construct two channel diversion intake structures to divert flows to adjacent existing basins.

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PROJECT NUMBER: 1507

**PROJECT INFORMATION:**

PROJECT NAME: FDR Park Regional Storm Water Capture Project  
PROJECT ADDRESS: 7600 Graham Ave, Los Angeles, CA 90001  
PROJECT MGR/PHONE: Pedram Afshar - 909-541-0222  
SUPERINTENDENT/PHONE: Todd Peterson - 626-590-8041

**CONTRACT INFORMATION:**

CONTRACT AMOUNT: \$9,579,870.50  
CONTRACT NUMBER: WMD0000109  
CONTRACT TYPE: UP  
DURATION: 125 Working Days  
ORIGINAL COMP DATE: Jul-19

**OWNER INFORMATION:**

OWNER NAME: LA County Dept. of Public Works  
OWNER ADDRESS: 900 S. Freemont, Alhambra, CA 91803  
OWNER PHONE: 626-300-3221  
OWNER FAX: \_\_\_\_\_  
OWNER-CONTACT: Louis Romero  
loromero@dpw.lacounty.gov

**ARCHITECT INFORMATION:**

ARCHITECT NAME: \_\_\_\_\_  
ARCHITECT ADDRESS: \_\_\_\_\_  
ARCHITECT PHONE: \_\_\_\_\_  
ARCHITECT FAX: \_\_\_\_\_  
ARCHITECT CONTACT: \_\_\_\_\_

**CM INFORMATION:**

CM NAME: LA County Dept. of Public Works  
CM ADDRESS: 900 S. Freemont, Alhambra, CA 91803  
CM PHONE: 626-300-3221  
CM FAX: \_\_\_\_\_  
CM CONTACT: Louis Romero  
loromero@dpw.lacounty.gov

% to Date Complete: 100%  
% of Work By LAE: 69.70%  
Actual Completion Date: Apr-20  
Actual Contract Amount: 11,200,277.69  
Original Start Date: Dec-18

SCOPE OF WORK: Construct storm drain system, pretreatment filtration units, dry wells, precast stormwater infiltration galleries, site work, park amenities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PROJECT NUMBER: 1532

**PROJECT INFORMATION:**

PROJECT NAME: Town Center Plaza Parking Lot Imp  
PROJECT ADDRESS: 11710 Telegraph Rd, Santa Fe Springs, CA 90670  
PROJECT MGR/PHONE: Jeff Bird - 626-614-6015  
SUPERINTENDENT/PHONE: Armando Bernal - 626-590-0795

**CONTRACT INFORMATION:**

CONTRACT AMOUNT: \$3,258,000.00  
CONTRACT NUMBER: 2020-10  
CONTRACT TYPE: UP  
DURATION: 107 Calendar Days  
ORIGINAL COMP DATE: Sep-21

**OWNER INFORMATION:**

OWNER NAME: City of Santa Fe Springs  
OWNER ADDRESS: 11710 Telegraph Rd, Santa Fe Springs, CA 90670  
OWNER PHONE: 562-868-0511 x7545  
OWNER FAX: 562-409-7651  
OWNER-CONTACT: Robert Garcia  
[robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org)

**ARCHITECT INFORMATION:**

ARCHITECT NAME: Ardurra  
ARCHITECT ADDRESS: 3737 Birch St, #250, Newport Beach, CA 92660  
ARCHITECT PHONE: 949-428-1500  
ARCHITECT FAX: 949-258-5053  
ARCHITECT CONTACT: Joe Buckner

**CM INFORMATION:**

CM NAME: Same as Above  
CM ADDRESS: \_\_\_\_\_  
CM PHONE: \_\_\_\_\_  
CM FAX: \_\_\_\_\_  
CM CONTACT: \_\_\_\_\_

% to Date Complete: 100%  
% of Work By LAE: 65.87%  
Actual Completion Date: Nov-21  
Actual Contract Amount: 3,354,825.18  
Original Start Date: May-21

SCOPE OF WORK: Remove and re-construct parking lot and surrounding landscape and hardscape. Sewer, water, and storm drain.  
Traffic signal and site lighting, fencing, signage.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PROJECT NUMBER: 1515

**PROJECT INFORMATION:**

PROJECT NAME: Bradley Plaza Green Alley  
PROJECT ADDRESS: 10886 N. Pala Ave, Pacoima, CA 91331  
PROJECT MGR/PHONE: Jessica Geer - 626-388-6960  
SUPERINTENDENT/PHONE: Armando Bernal - 626-590-0795

**CONTRACT INFORMATION:**

CONTRACT AMOUNT: \$2,025,580.79  
CONTRACT NUMBER: \_\_\_\_\_  
CONTRACT TYPE: Unit Price  
DURATION: 180 Calendar Days  
ORIGINAL COMP DATE: Mar-20

**OWNER INFORMATION:**

OWNER NAME: Trust for Public Land  
OWNER ADDRESS: 135 W. Green St Ste 200, Pasadena, CA 91105  
OWNER PHONE: 323-533-0471  
OWNER FAX: \_\_\_\_\_  
OWNER-CONTACT: Melissa Guerrero  
melissa.guerrero@tpel.org

**ARCHITECT INFORMATION:**

ARCHITECT NAME: ARUP  
ARCHITECT ADDRESS: 900 Wilshire Blvd, 19th Flr, Los Angeles, CA 90017  
ARCHITECT PHONE: 310-578-4587  
ARCHITECT FAX: \_\_\_\_\_  
ARCHITECT CONTACT: Vanessa Thompson  
vanessa.thompson@arup.com

**CM INFORMATION:**

CM NAME: Griffen Structures  
CM ADDRESS: \_\_\_\_\_  
CM PHONE: 626-840-8795  
CM FAX: \_\_\_\_\_  
CM CONTACT: Robert Godfrey  
rgodfrey@griffenstructures.com

% to Date Complete: 100%  
% of Work By LAE: 90.47%  
Actual Completion Date: Aug-20  
Actual Contract Amount: 2,194,228.26  
Original Start Date: Sep-19

**SCOPE OF WORK:** Capture and use stormwater, promote groundwater recharge through infiltration trench and wells. Also includes asphalt paving, pcc curbs and sidewalks, asphalt decoration, community stage, exercise equipment, irrigation and landscape  
This is a .67 acre alley (two blocks)



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. 591176 ; 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  
A,B,C10,C27,C61/D12,HAZ  
for owner, a Class     license.

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

DATED: 12/01/2021

  
\_\_\_\_\_  
Signature

Melody Turner, CFO  
\_\_\_\_\_  
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

See Attached Notary Acknowledgement  
\_\_\_\_\_  
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 Los Angeles

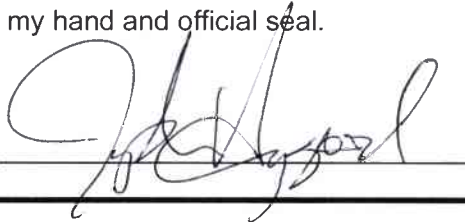
On 12/01/2021 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Melody Turner  
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 CFO of Los Angeles Engineering, Inc., 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 12/01/2021 [date], at Covina [city], CA [state].

  
[Signature of Declarant]

Melody Turner  
[Printed Name of Person Signing]

Los Angeles Engineering, Inc.  
[Name of Bidder]

CFO  
[Office or Title]

**IRAN CONTRACTING ACT CERTIFICATION**

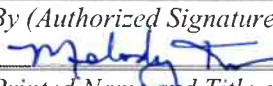
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- 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> Los Angeles Engineering, Inc.		<i>Federal ID Number (or n/a)</i> 95-4143653
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Melody Turner, CFO		
<i>Date Executed</i> 12/01/2021	<i>Executed in</i> Covina, 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 Los Angeles Engineering, Inc. (Contractor), is herewith submitting to the Riverside County Flood Control and Water Conservation District (District), a Bid Proposal ("Proposal") dated December 1 2021, for the construction of public work for **Paramount Estates MDP Line C** in accordance with a Notice to Contractors dated **October 26, 2021**.
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:

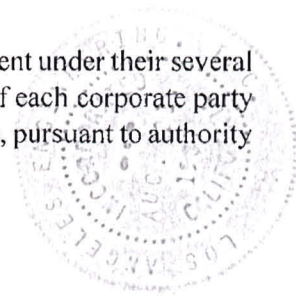
1. The amount of the obligation of this Bond is ten percent (10%) of the amount of the Contractor's Proposal and inures to the benefit of District.
2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Construction 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 November 17, 2021, 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: November 17, 2021



Los Angeles Engineering, Inc.  
(Proper name of Contractor)

(Corporate Seal of Contractor,  
if Corporation)

By: Melody Turner  
Signature of Contractor's authorized representative

Melody Turner, CFO  
Print or type authorized representative's Name and Title

Print or type Contractor's Address

633 N. Barranca Avenue

Covina, CA 91723

(Corporate Seal of Surety)

Surety Liberty Mutual Insurance Company

By: Maria Pena  
Attorney-in-Fact, Maria Pena

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

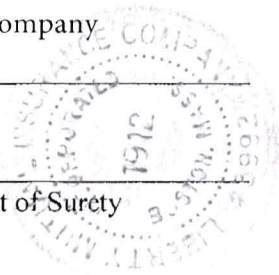
Alliant Insurance Services, Inc.  
Name and Address of California Agent of Surety

333 S Hope Street

Los Angeles, CA 90071

213-443-2476

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 Los Angeles )

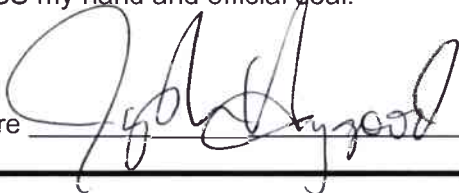
On 12/01/2021 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Melody Turner  
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)







**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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 )  
 ) ss  
County of Los Angeles )

On NOV 17 2021, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: *Patricia Arana*  
Patricia Arana, Notary Public

24 2





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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA 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 4th day of March, 2021



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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 13th day of NOV 2021



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MINUTES OF SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
LOS ANGELES ENGINEERING, INC.  
A California Corporation

The Directors of LOS ANGELES ENGINEERING, INC., A California Corporation, held the special Meeting of the Board of Directors at 633 N. Barranca, Covina, California, on April 30, 2021 at the hour of 2:00 p.m. for the purpose of passing on any business which might be brought before the meeting.

There were present at said meeting the following Directors, constituting a quorum of the full Board:

ANGUS O'BRIEN AND AARON O'BRIEN

ANGUS O'BRIEN acted as Chairman of the meeting and AARON O'BRIEN acted as Secretary of the meeting.

RESOLVED - Angus O'Brien, Aaron O'Brien and Melody Turner as Officers are authorized to sign bid documents and contracts concerning the corporation business and thereby bind the corporation to the contract and is authorized to do all things necessary and properly to carry out negotiations and execution of contracts with a public agency.

RESOLVED - The following persons are confirmed as the duly elected officers, serving in their said capacity until their successors are elected and qualified:

Angus O'Brien	President
Aaron O'Brien	Secretary
Aaron O'Brien	Chief Operating Officer
Melody Turner	Chief Financial Officer

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

ATTEST:

  
AARON O'BRIEN, Secretary

This Corporate Resolution is in force.  
Signed this 29<sup>th</sup> day of Novem, 2021

  
Aaron O'Brien, Secretary

  
ANGUS O'BRIEN, Chairman and President

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of March 1, 2022 and is by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (District) and LOS ANGELES ENGINEERING, INC. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

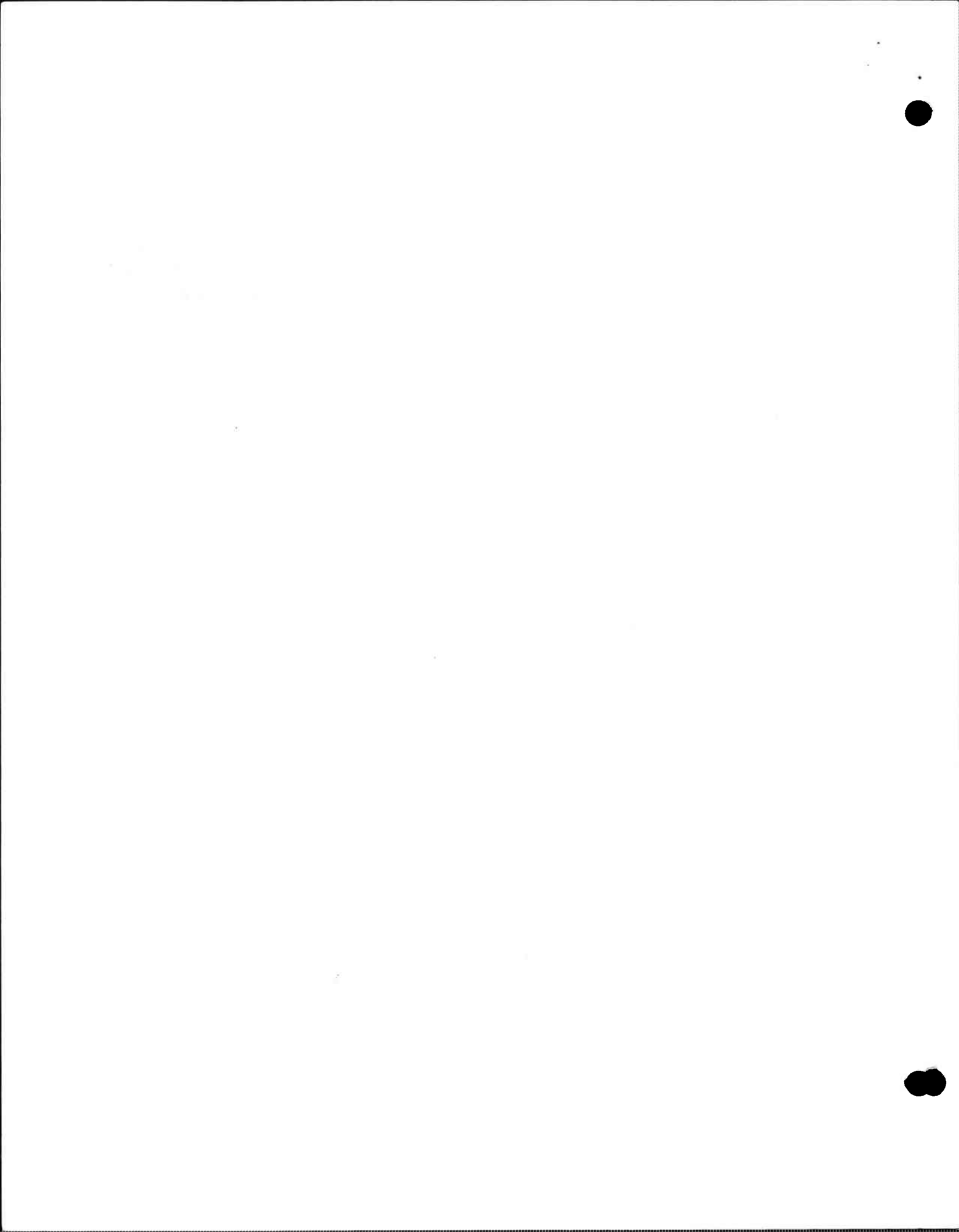
1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items and materials and do all things necessary to perform, accomplish and complete the work for **Project No. 1-0-00266, Paramount Estates MDP Line C** 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. 1-0-00266, Paramount Estates MDP Line C** 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) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions;
- (j) Detailed Specifications;
- (k) Plans;
- (l) Appendices and any other documents included in or incorporated into the Contract Documents;
- (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents; and
- (n) 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.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Givard 2-17-22  
SYNTHIA M. GIVARD DATE

By Jeff Hewitt  
Chair of its Board of Supervisors  
**JEFF HEWITT**

ATTEST:

KECIA HARPER  
Clerk of the Board

By Synthia M. Givard  
Deputy

(Seal)



Los Angeles Engineering, Inc.  
Contractor

By Aaron O'Brien

Title Aaron O'Brien, Secretary

**(If corporation affix corporate 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 Los Angeles )

On 01/10/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Aaron O'Brien  
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)





**PWC-100**

Los Angeles Engineering, Inc.  
 Paramount Estates MDP Line C  
 Project No. 1-0-00266

**Project Manager: Name** Jeff Bird

**Title** Project Manager

**Email** jbird@laeng.net

**Phone No.** 626/869-1405

Please select all classifications that pertain to work Los Angeles Engineering, Inc. labor force will conduct on the above-referenced project and return with the contract documents:

- |   |   |
|---|---|
| <input type="checkbox"/> ASBESTOS                 | <input type="checkbox"/> BRICKLAYERS              |
| <input type="checkbox"/> CARPET/LINOLEUM          | <input type="checkbox"/> DRYWALL FINISHER         |
| <input type="checkbox"/> ELECTRICIANS             | <input type="checkbox"/> GLAZIERS                 |
| <input checked="" type="checkbox"/> LABORERS      | <input checked="" type="checkbox"/> OPERATING ENG |
| <input type="checkbox"/> PILE DRIVERS             | <input type="checkbox"/> PLASTERERS               |
| <input type="checkbox"/> SHEET METAL              | <input type="checkbox"/> SURVEYORS                |
| <input type="checkbox"/> TILE WORKERS             | <input checked="" type="checkbox"/> CARPENTERS    |
| <input type="checkbox"/> BOILERMAKER              | <input type="checkbox"/> DRYWALL/LATHERS          |
| <input checked="" type="checkbox"/> CEMENT MASONS | <input checked="" type="checkbox"/> IRON WORKERS  |
| <input type="checkbox"/> ELEVATOR MECHANIC        | <input type="checkbox"/> PAINTERS                 |
| <input type="checkbox"/> MILLWRIGHTS              | <input type="checkbox"/> ROOFERS                  |
| <input checked="" type="checkbox"/> PIPE TRADES   | <input type="checkbox"/> TEAMSTER                 |
| <input type="checkbox"/> SOUND/COMM               |   |



EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's Project No. 1-0-00266, Paramount Estates Line C, located in the city of Jurupa Valley, 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.	---	---	\$200,000.00
2.	Water Control	L.S.	---	---	30,000.00
3.	Traffic Control	L.S.	---	---	6,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	---	40,000.00
5.	Excavation	C.Y.	2,900	\$20.00	58,000.00
6.	Structure Excavation	C.Y.	720	\$21.00	15,120.00
7.	Backfill	C.Y.	2,200	\$18.00	39,600.00
8.	Structure Backfill	C.Y.	700	\$40.00	28,000.00
9.	Controlled Low Strength Material (CLSM)	C.Y.	550	\$150.00	82,500.00
10.	Filter Material	C.Y.	100	\$75.00	7,500.00
11.	Trench Safety System and Falsework	L.S.	---	---	17,000.00
12.	Class "A" Concrete, Reinforced Concrete Box	C.Y.	170	\$1,350.00	229,500.00
13.	Class "A" Concrete, Caltrans Retaining Wall Footing	C.Y.	26	\$950.00	24,700.00

## EXHIBIT A contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
14.	Class "A" Concrete, Caltrans Retaining Wall	C.Y.	14	\$2,700.00	37,800.00
15.	Class "A" Concrete, Channel Wall	C.Y.	280	\$750.00	210,000.00
16.	Class "A" Concrete, Channel Invert	C.Y.	127	\$1,150.00	146,050.00
17.	Class "A" Concrete, Minor Structures	C.Y.	34	\$1,650.00	56,100.00
18.	Class "A" Concrete, 2' Cutoff Wall	C.Y.	2	\$2,200.00	4,400.00
19.	Class "A" Concrete, Junction Structure No. 1	EACH	1	\$6,900.00	6,900.00
20.	Class "B" Concrete, Miscellaneous	C.Y.	2	\$1,500.00	3,000.00
21.	Junction Structure No. 2	EACH	1	\$3,300.00	3,300.00
22.	Manhole No. 4	EACH	2	\$7,200.00	14,400.00
23.	24" RCP, Class IV	L.F.	64	\$180.00	11,520.00
24.	36" RCP, 2000D	L.F.	485	\$200.00	97,000.00
25.	48" RCP, 2000D	L.F.	630	\$276.00	173,880.00
26.	Aggregate Base, Class 2	C.Y.	55	\$85.00	4,675.00
27.	Hot Mix Asphalt (HMA)	TONS	60	\$335.00	20,100.00
28.	Temporary Resurfacing	TONS	30	\$150.00	\$4,500.00
29.	6-Foot Chain Link Fence	L.F.	380	\$65.00	24,700.00
30.	Cable Railing	L.F.	68	\$100.00	6,800.00





EXHIBIT A contd.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
31.	14-Foot Double Drive Gates	PAIR	4	\$4,500.00	18,000.00
32.	12-Foot Double Drive Gates	PAIR	1	\$4,500.00	4,500.00
33.	Miscellaneous Iron and Steel	LBS.	3,900	\$2.50	9,750.00
34.	Subdrain	L.F.	270	\$30.00	8,100.00
35.	Object Marker	EACH	3	\$400.00	1,200.00
36.	Steel Casings ID=18-Inch, t=0.3125	L.F.	80	\$165.00	13,200.00
37.	4" PVC Sleeves, Schedule 80	L.F..	280	\$25.00	7,000.00
38.	Extra Directed Work	L.S.	---	---	120,000.00
39.	Rock Mulch	C.Y.	62	\$200.00	12,400.00
40.	Access Road Rock	C.Y.	28	\$175.00	4,900.00
41.	Dust Abatement	L.S.	---	---	18,000.00
42.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	---	12,000.00
43.	Non-Stormwater Discharge or Dewatering	L.S.	---	---	4,500.00
TOTAL					\$1,836,595.00

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 March 1, 2022, has awarded Construction Contract Number: 1-0-00266 ("Contract") to the undersigned, Los Angeles Engineering, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Paramount Estates MDP Line C, 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 One Million Eight Hundred Thirty Six Thousand \* \_\_\_\_\_ Dollars (\$ 1,836,595.00), 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.

- XXVI -

\* Five Hundred Ninety Five and No/100



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)

Los Angeles Engineering, Inc.  
\_\_\_\_\_  
(Proper name of Principal)

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

Aaron D'Brien, Secretary  
\_\_\_\_\_  
Print or type authorized representative's Name and Title

633 N. Barranca Ave. Covina, CA 91723  
\_\_\_\_\_  
Print or type Principal's Address

633 N. Barranca Ave.  
\_\_\_\_\_

Covina, CA 91723  
\_\_\_\_\_

(Corporate Seal of Surety)

Liberty Mutual Insurance Company  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact, Maria Pena

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

\_\_\_\_\_  
Name and Address of California Agent of Surety

Alliant Insurance Services, Inc.  
\_\_\_\_\_

333 S Hope Street, Los Angeles, CA 90071  
\_\_\_\_\_

213-443-2476  
\_\_\_\_\_

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 Los Angeles )

On 02/16/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Aaron O'Brien  
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)







**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

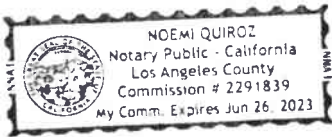
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On JAN 7 - 2022, before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: *Noemi Quiroz*  
Noemi Quiroz, Notary Public





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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA 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 4th day of March, 2021.



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
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 JAN 7, 2022 day of



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, not a loan, letter of credit, residual value guarantees, currency rate, interest rate

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



(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 March 1, 2022, has awarded Construction Contract Number: 1-0-00266 ("Contract") to the undersigned, Los Angeles Engineering, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Paramount Estates MDP Line C.

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 One Million Eight Hundred Thirty Six Thousand \* Dollars (\$ 1,836,595.00 ), 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.

Los Angeles Engineering, Inc.  
\_\_\_\_\_  
(Proper name of Principal)

(Corporate Seal of Principal,  
if Corporation)

By: [Signature]  
\_\_\_\_\_  
Signature of Principal's authorized representative

Jarvis O'Brien, Secretary  
\_\_\_\_\_  
Print or type authorized representative's Name and Title

633 N. Barranca, Covina, Ca 91723  
\_\_\_\_\_  
Print or type Principal's Address

633 N. Barranca Ave.  
\_\_\_\_\_  
Covina , CA 91723  
\_\_\_\_\_

(Corporate Seal of Surety)

Liberty Mutual Insurance Company  
Surety  
By: [Signature]  
\_\_\_\_\_  
Attorney-in-Fact , Maria Pena

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

\_\_\_\_\_  
Name and Address of California Agent of Surety  
Alliant Insurance Services, Inc.  
\_\_\_\_\_  
333 S Hope Street, Los Angeles, CA 90071  
\_\_\_\_\_  
3213-443-2476  
\_\_\_\_\_  
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 Los Angeles )

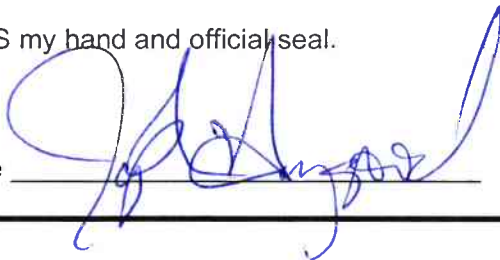
On 02/16/2022 before me, Joseph Haygood, Notary Public  
(insert name and title of the officer)

personally appeared Aaron O'Brien  
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.

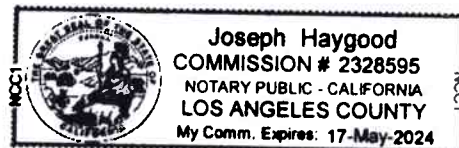
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

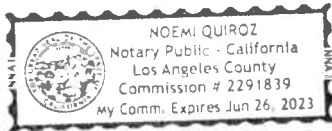
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On JAN 7 - 2022, before me, Noemi Quiroz, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature:   
Noemi Quiroz, Notary Public





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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA 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 4th day of March, 2021.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of 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 JAN 7 - 2022 day of

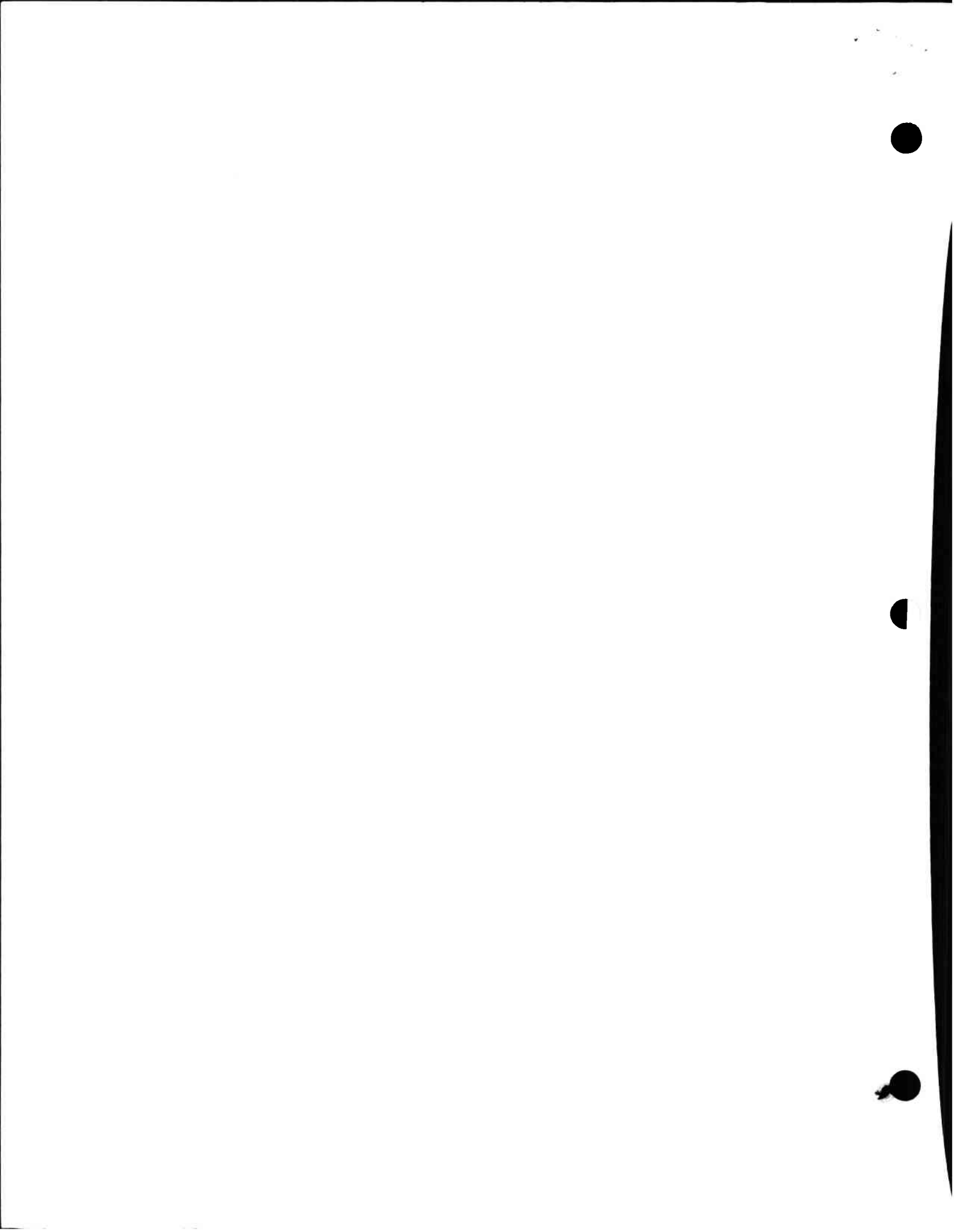


By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate, residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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: Los Angeles Engineering, Inc.

By: 

Title: Contract & Compliance Administrator







LOSANGE-34

DMORALES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2022

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> License # 0757776 Riverside, CA - HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (951) 788-8500 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (951) 788-8502																		
<b>INSURED</b>  Los Angeles Engineering, Inc. 633 N. Barranca Ave. Covina, CA 91723	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A : <b>Executive Risk Indemnity</b></td> <td>NAIC # 35181</td> <td>AA</td> </tr> <tr> <td>INSURER B : <b>Federal Insurance Company</b></td> <td>20281</td> <td>AA</td> </tr> <tr> <td>INSURER C : <b>Starr Indemnity and Liability</b></td> <td>38318</td> <td>A</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER A : <b>Executive Risk Indemnity</b>	NAIC # 35181	AA	INSURER B : <b>Federal Insurance Company</b>	20281	AA	INSURER C : <b>Starr Indemnity and Liability</b>	38318	A	INSURER D :			INSURER E :			INSURER F :		
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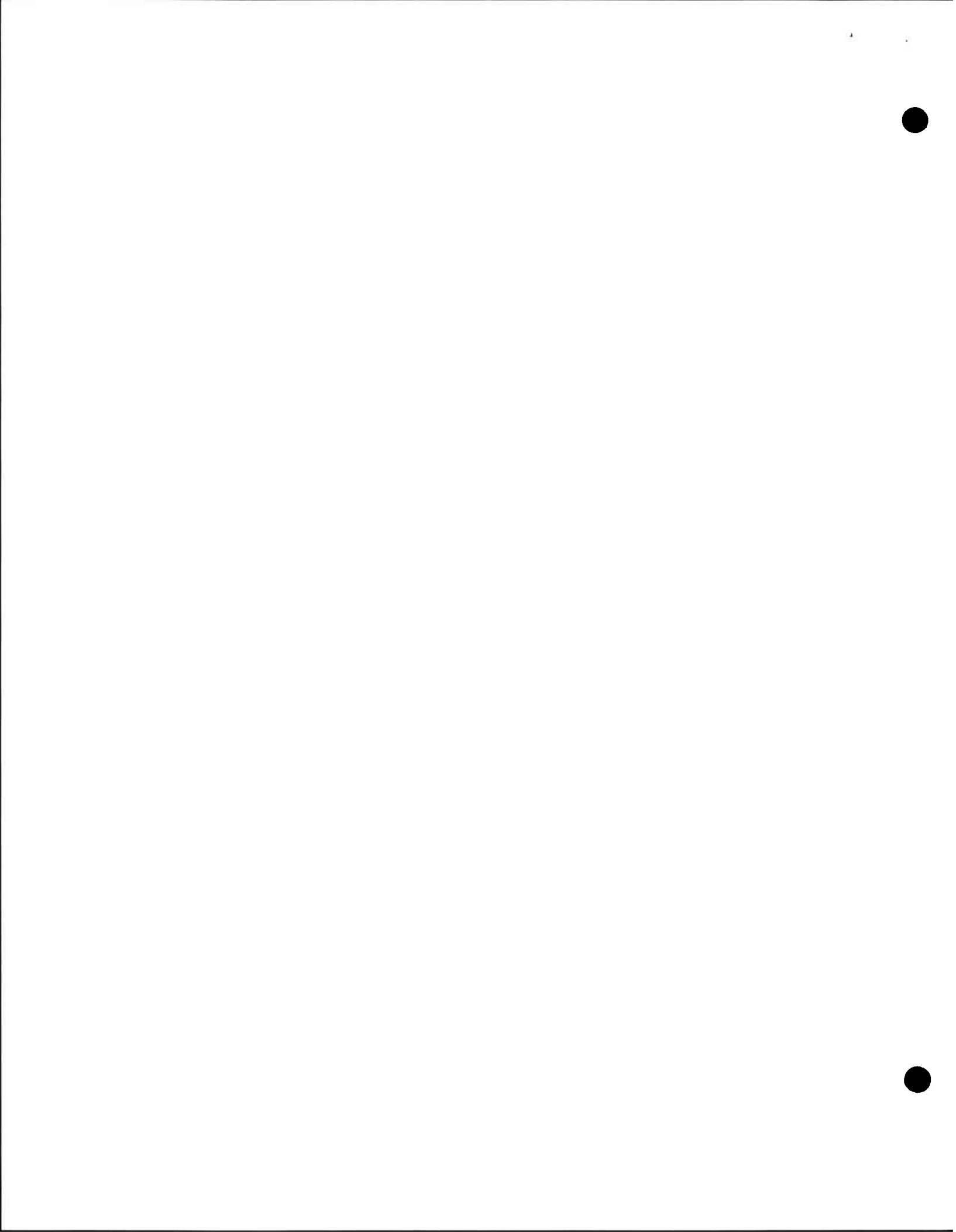
### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <b>X</b> OCCUR	<b>X</b>	54310126	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 2,000,000
	<b>X</b> BI/PD DED: \$10,000					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						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
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<b>X</b> POLICY	<b>X</b> PRO-JECT				
	<b>X</b> OTHER					
						Per Proj Gen Agg per contract
<b>B</b>	AUTOMOBILE LIABILITY					
	<b>X</b> ANY AUTO OWNED AUTOS ONLY	<b>X</b>	54310125	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						<b>Liability Ded.</b> \$ 0
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	<b>X</b> 54310127	4/1/2021	4/1/2022	<b>X</b> PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>C</b>	Pollution Liability		1000067513211	4/1/2021	4/1/2022	Each Occ./Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: LAE Job #1543; Project No. 1-0-00266, Paramount Estates MDP Line C.  
 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, Caltrans and the City of Jurupa Valley are included as Additional Insureds where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.  
 This Insurance shall apply as Primary and Non-Contributory where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.  
 Waiver of Subrogation applies where required by an executed written contract as respects Workers' Compensation per attached endorsement.

<b>CERTIFICATE HOLDER</b>  Riverside County Flood Control and 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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Riverside, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Los Angeles Engineering, Inc. 633 N. Barranca Ave. Covina, CA 91723
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Cancellation:**

Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract.	All locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

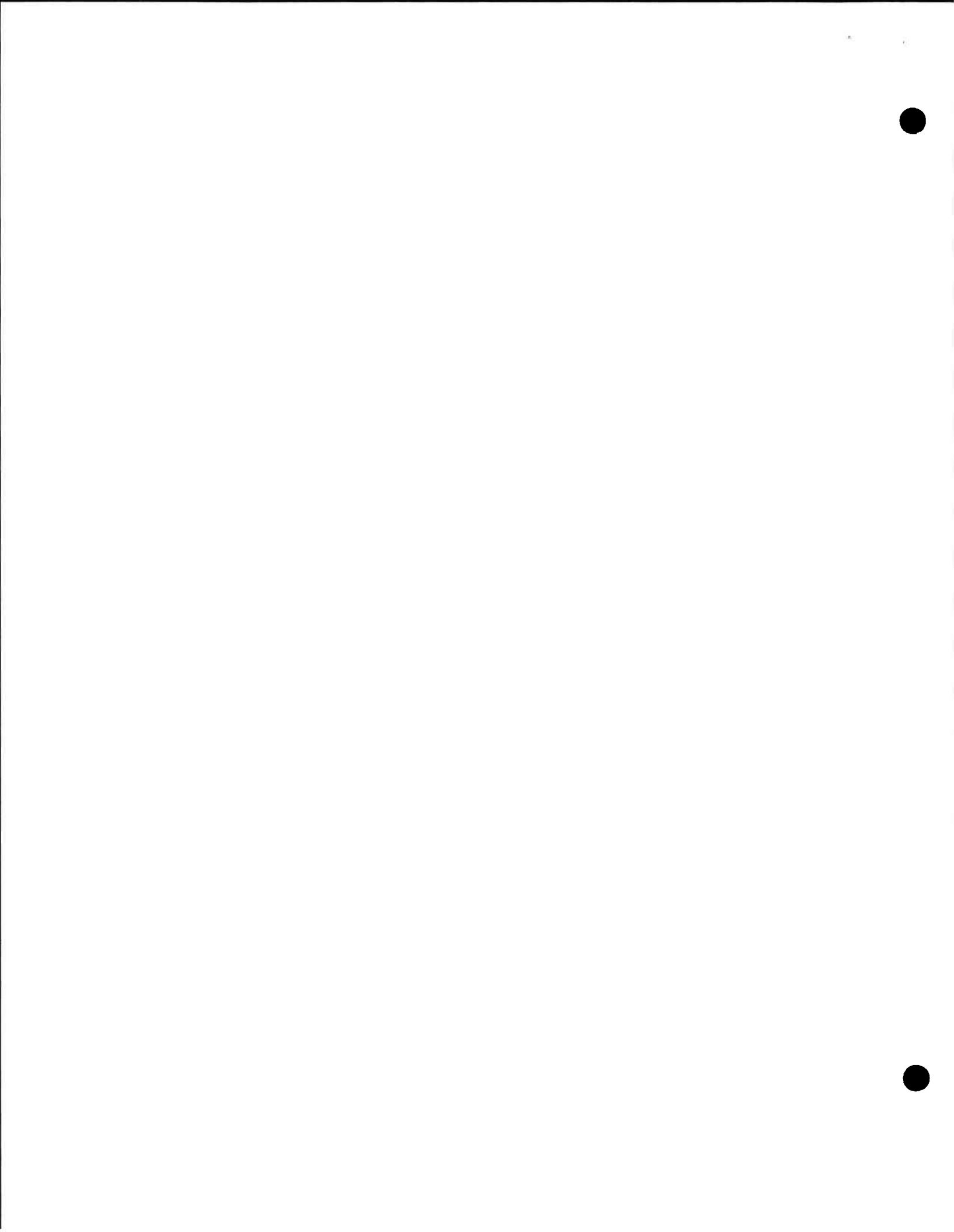
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.





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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

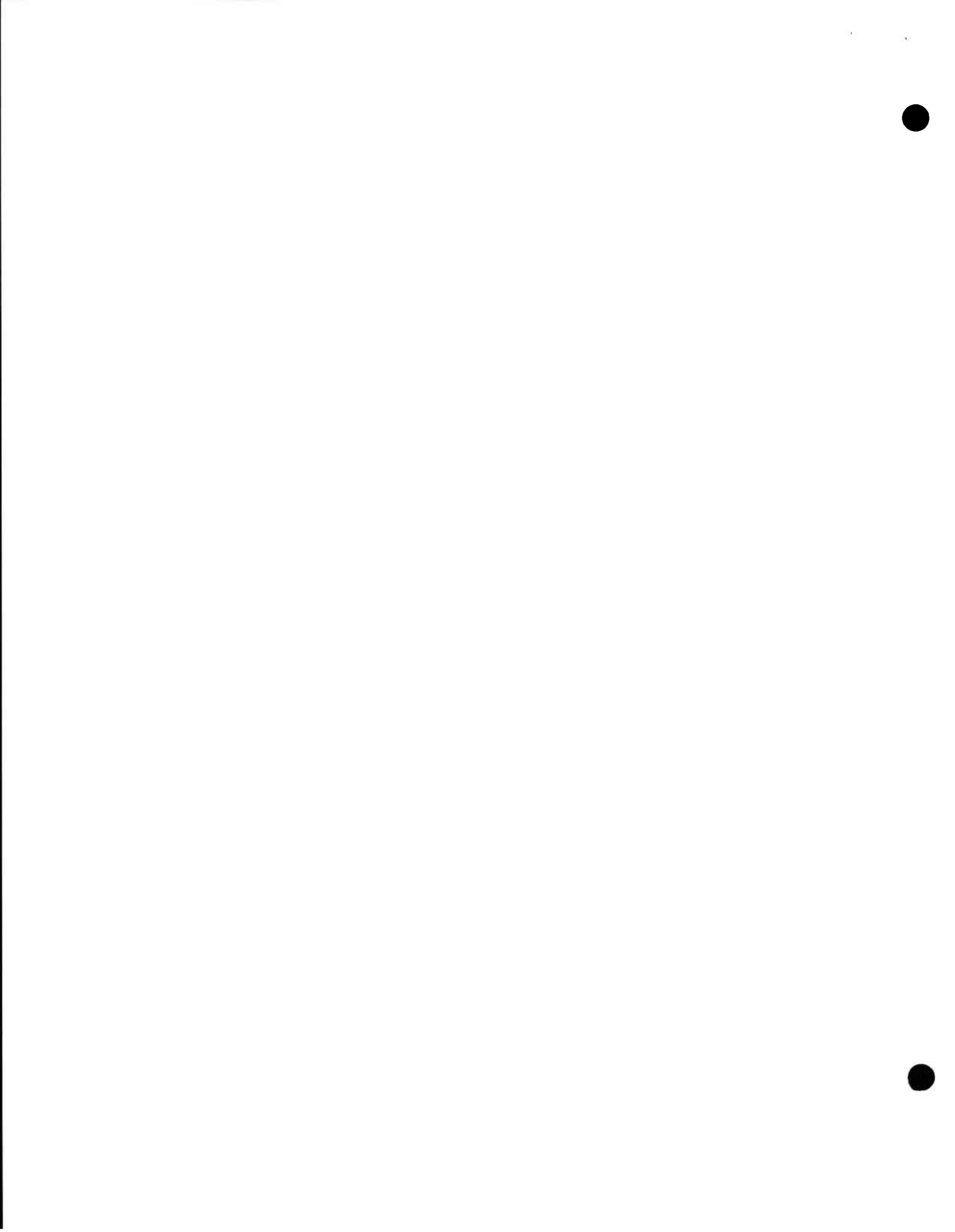
**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

WHERE REQUIRED BY WRITTEN CONTRACT.

**Location Of Covered Operations:**

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.



**COMMERCIAL AUTOMOBILE**

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

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**(D.) Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:



- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**





Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

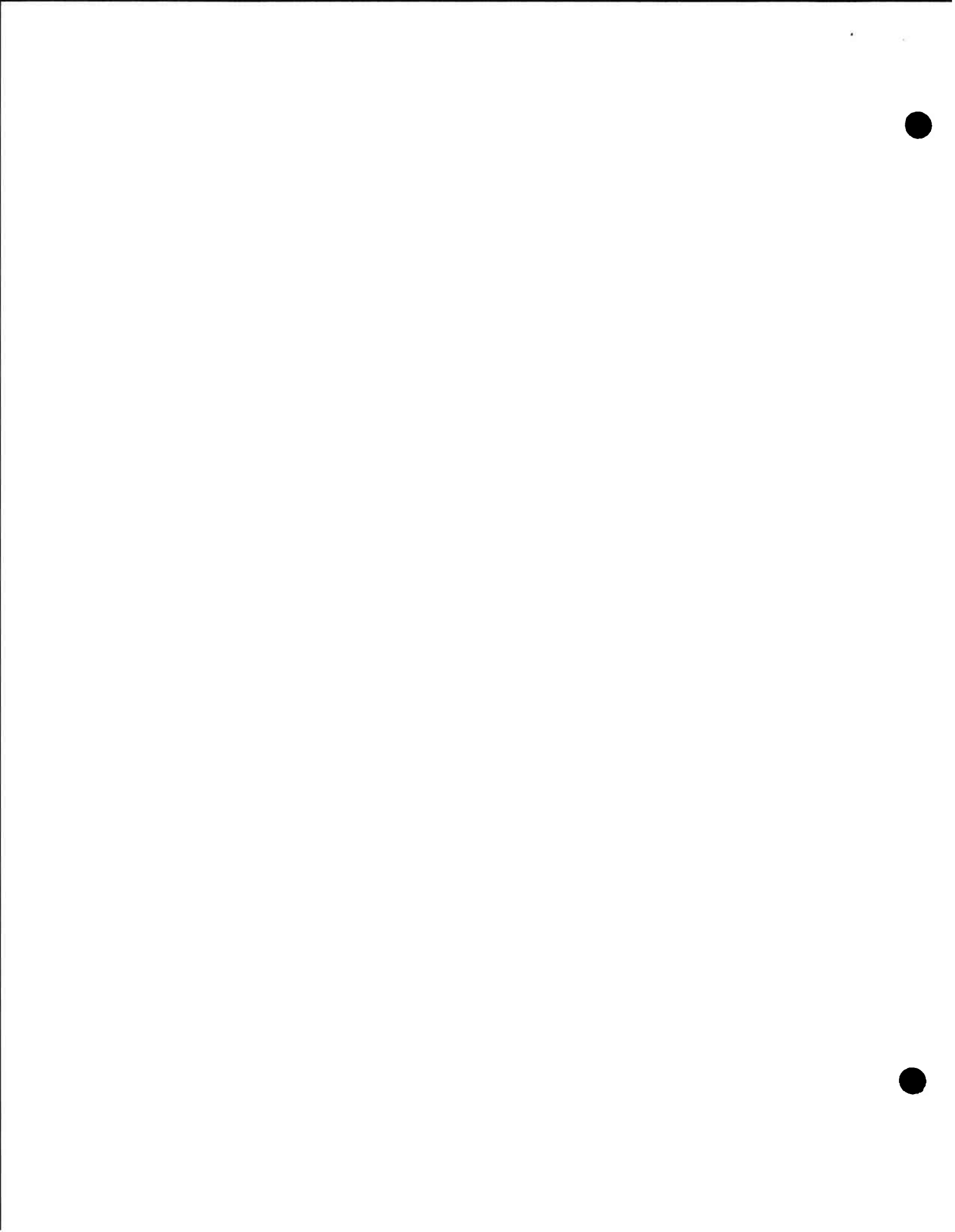
<p><b>Named Insured:</b> Los Angeles Engineering, Inc.</p> <p><b>Endorsement Effective Date:</b> 04/01/2021</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p>Where Required By Written Contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Item 5. – **“Other Insurance”** of Item B. – **“General Conditions”** under Section IV – **“Business Auto Conditions”**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.



**Workers' Compensation and Employers' Liability Policy**

Named Insured: Los Angeles Engineering, Inc.	Endorsement Number
	Policy Number: 54310127 Symbol:      Number:
Policy Period <b>04/01/2021 TO 04/01/2022</b>	Effective Date of Endorsement: 04/01/2021
Issued By Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. Where required by written contract.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:



DECLARATION OF SUFFICIENCY OF FUNDS

Page 1 of 3

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Los Angeles Engineering, Inc. ("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:  
#353-96969

2. The Bidder's workers' compensation insurance policy number is:  
#54310127

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

Federal Insurance Company 215/640-1000  
202B Hall's Mill Rd, Whitehouse Station  
New Jersey 08889

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	See attached list	All Auto: #54310125	Same as above - Federal Ins.

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"]:  
N/A





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>
10	\$37	Every Friday

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>
LNA Concrete Structures	#611949
Trinity Fence Co	#1062599



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 2nd day of February, in the year 2022 at Covina, California.



(Signature)

Natalie Peters

Type Name of Signer:

Los Angeles Engineering, Inc.

Type Name of Bidder:



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 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 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 of 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.

## 2.06 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.

## 2.07 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.

### 2.08 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.

#### 2.09 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.

#### 2.10 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 3.04 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 Section 1777.5 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 § 60-1.4(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 2.07 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 2.07 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 PROVISIONS  
AND  
DETAILED SPECIFICATIONS

## SPECIAL PROVISIONS

### SECTION 1 - GENERAL

1.1 Drawings and Specifications - These documents are for the construction of **Paramount Estates MDP Line C**, located in the city of Jurupa Valley, Riverside County, California. This work shall conform with the contract drawings indexed on the cover sheet of the drawings included herewith.

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, current edition. Whenever the words "Caltrans Standards" are used they shall mean the Standard Plans of the State of California, Department of Transportation, current 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 five (5) 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 Submittal Timeline - Following award of the contract, the Contractor shall comply with the following schedule:

**STRICTLY ENFORCED SUBMITTALS TIMELINE POST AWARD**

	<b>Submittal</b>	<b>First Complete Submittal Deadline</b>	<b>District Review Timeline</b>	<b>Approval Deadline</b>
<b>Minimum Approvals for Unconditional Notice to Proceed (NTP)</b>	Trench Safety System (Section 15)	Award date plus 10 working days	5 working days	Award date plus 20 working days
	Confined Space Procedures (Section 6.3)	Award date plus 10 working days	5 working days	
	OSHA Excavation Permit (Section 6.3)	Award date plus 10 working days	5 working days	
	Dust Control Plan (Section 27)	Award date plus 10 working days	5 working days	
	Stormwater Pollution Prevention Plan (Section 29.3)	Award date plus 10 working days	5 working days	
	City Business License (Section 6.6)	Award date plus 10 working days	5 working days	
<b>Material Submittals</b>	All other project material submittals, including concrete, steel, etc.	15 working days before ordering of materials	5 working days	Prior to order and delivery

2.2 **Notice to Proceed** - A Notice to Proceed will be issued no later than 20 working days after project award. The Contractor's attention is directed to Section 2.1 above. The Notice to Proceed will be issued unconditionally if the listed "Minimum" submittals are complete and accepted by the 20-working day deadline. If the "Minimum" submittals are not complete and accepted, the Notice to Proceed will be issued with conditions that may limit construction activities until the submittals are complete and accepted. Regardless of issuance of Notice to Proceed, work shall not start on items lacking submittals that have been accepted by the Engineer.

2.3 **Time of Completion** - The Contractor shall diligently prosecute the work to completion before the expiration of

**ONE HUNDRED THIRTY (130) WORKING DAYS**

from the date of the Notice to Proceed. The District will not extend the project working days due to the Contractor's failure to secure Engineer acceptance of submittals for all the items in the timeframes required in Section 2.1.

2.4 **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** per working day.

2.5 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 and above ground 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, weeds, trash, 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.**

Throughout the term of this contract, the total soil-disturbed area of the project site shall be no more than one (1) acre.

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's Safety and Operation Manual (SOM) - Confined Space Procedure, SOM-18. A copy of SOM-18 can be obtained from the District office, 1995 Market Street, Riverside upon request.

The Contractor shall submit three (3) copies of the procedure to the Engineer for review and approval. The submittal deadline and review period shall be as specified in Section 2.1 of these Special Provisions. 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 7:30 a.m. to 3:30 p.m. each normal working day, unless otherwise approved by the Engineer or otherwise limited by the encroachment permit from the City of Jurupa Valley.

6.5 Encroachment Permits -

- (a) California Department of Transportation (Caltrans) - The Contractor shall comply with the "Parent" Caltrans encroachment permit issued to the District included as Appendix "G" in these specifications. In addition, the Contractor is required to obtain and comply with the "Double" encroachment permit from Caltrans (San Bernardino Office) for work within State right of way and shall pay all fees associated with the "Double" permit. The Contractor shall refer to the District's "Parent" Permit No. 08-20-N-DD-1527 when applying for the "Double" Caltrans permit. The District will reimburse the Contractor for all fees charged by Caltrans. The Contractor shall provide, at his sole cost, any additional bonds and insurance required by Caltrans. A copy of the "Double" encroachment permit shall be provided to the Engineer prior to commencement of work.
- (b) City of Jurupa Valley - The Contractor is required to obtain an encroachment permit from the City of Jurupa Valley for work within City right of way. The City of Jurupa Valley will not require the Contractor to pay a fee for the encroachment permit. A copy of the encroachment permit shall be provided to the Engineer prior to commencement of work.

6.6 Business License - The Contractor is required to obtain a business license from the City of Jurupa Valley for work within the city limits. The City of Jurupa Valley will require the Contractor to pay a fee for the business license. A copy of the business license shall be provided to the Engineer prior to commencement of work.

6.7 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.

6.8 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 subject 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 at a rate of \$250 per hour, with a minimum charge of two (2) hours for each re-staking request. Payment shall be deducted from the monthly progress payment.

6.9 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.

6.10 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 District personnel. 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.

6.11 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*

\*Where access roads are paved with filter material, the above-listed tolerance applies to the finished grade elevation at the top of the filter material. The filter material placed on the access road is subject to a maximum thickness limitation identified in Section 26.

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

Table D - Tolerances for Reinforcing Steel Placement		
Variance from indicated position	Spacing between adjacent bars and the distance between layers of bars	1 bar diameter nor more than 1 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.

6.12 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. Related 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 any Regulatory Permits related to stockpiling, grading, disposal of material or other activities outside of the project limits shall be borne by the Contractor.

6.13 Sewer Line Inspection - Prior to the commencement of construction, the Contractor is required to video record all sewer mains (8" diameter and larger) within the project limits. Additionally, the Contractor shall video record the sewer mains after the backfilling of the storm drain has been completed. Copies of the videotapes shall be provided to the Engineer. All costs associated with this requirement shall be included in the contract price bid for Clearing and Miscellaneous Work. The Contractor is required to replace and/or repair at his own expense, any sewers damaged or misaligned as a result of his construction activities.

6.14 Storm Drain Video Inspection - All storm drains with a height or diameter of 60 inches or less shall be recorded by closed circuit television (CCTV) prior to final inspection. The recorded video and report shall be provided to the District for review. For storm drains within paved roadway, the video inspection and report shall be approved by the District prior to paving. Any additional video required to address video quality or construction deficiencies shall be completed by the Contractor at no additional expense to the District. All video inspection shall follow the RCFC Video Procedures (Appendix "F") and any re-inspection shall be at a minimum of a storm drain segment as defined in the RCFC Video Procedures.

6.15 Pipe Order Notification - The Contractor shall submit to the District the invoice from the pipe company stating: (1) pipe order date, (2) pipe quantity and (3) estimated date of pipe delivery within five (5) calendar days of the District's approval of the pipe lay sheets and/or shop drawings. Please refer to Section 2.1 of these Special Provisions for additional submittal deadlines.

6.16 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.

6.17 Liability Insurance - The Contractor's attention is directed to Section 8.02, Insurance - Indemnification/Hold Harmless/Defend, of the General Provisions. The California Department of Transportation (Caltrans) and the City of Jurupa Valley (Sponsor Agencies) shall also be named as additional insureds with the liability insurance coverage required to be maintained by the Contractor.

6.18 CDFW Compliance - Pursuant to Section 1600 et seq. of the California Department of Fish and Wildlife (CDFW) Game Code, the District was issued an Operation of Law (Op Law) by CDFW (1600-2018-0061-R6). The Contractor must keep a copy of the Op Law onsite at all times and is required to present the Op Law to CDFW staff upon request.

The submitted Streambed Notification Application and Op Law together are herein referred to as the "Op Law" and are provided under Appendix "D" of these specification.

6.19 401 Water Quality Certification - The Santa Ana Regional Water Quality Control Board (SARWQCB) issued a 401 Water Quality Certification (401) for the project (WDID 3322020-03). The Contractor shall comply with all conditions listed in the 401 Permit, including, but not limited to:

- Accidental Hazardous Material Discharge - Following an accidental discharge of a reportable quantity of a hazardous material, sewage or an unknown material, the Contractor shall call 911 immediately to alert the authorities. The Contractor shall then notify the Engineer, and the District will contact the Office of Emergency Services (OES) State Warning Center and others as required and will forward relevant information to the Contractor. The District will notify OES and others as required by Water Code § 13271. The Contractor shall immediately cease all construction or ground disturbance activity in the area of the hazardous material spill and shall notify the Engineer immediately following the call to 911. The Contractor shall not resume work in the affected area without the Engineer's approval.
- Visual Inspections of Surface Water - If surface water is present, the Contractor shall visually monitor surface water for the accidental discharge of construction related pollutants (i.e., oil and grease, turbidity plume or uncured concrete). The Contractor shall immediately cease all construction or ground disturbance activity in the area of the potential contamination and shall notify the Engineer immediately. The Contractor shall not resume work in the affected area without the Engineer's approval.
- Hazardous Materials Handling and Storage - The Contractor shall comply with local, state and federal laws and regulations regarding the handling and storage of hazardous substances.
- Substances Discharge Avoidance - The Contractor shall not use substances that could be harmful to aquatic life where they may be discharged to soils or Waters of the State. These substances include, but are not limited to, petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof. All waste concrete shall be removed from the Project site.

- Motorized Equipment - The Contractor shall avoid operating or maintaining vehicular equipment within waters to the maximum extent practicable except as necessary to complete the Project.

The Contractor must keep a copy of the 401 Permit on site at all times during construction and comply with all applicable conditions related to construction. The Contractor must allow representatives from SARWQCB to inspect the authorized construction activity at any time to ensure compliance with the terms and conditions of the permit.

The District will prepare and submit any reports related to the 401 Permit. In the event of planned work in water, the Contractor must contact the Engineer prior to beginning any work in water or stream diversions. The District will submit the In-Water Work/Diversions Water Quality Monitoring Report to SARWQCB within three working days following completion of work in water or stream diversions.

The 401 Water Quality Certification is attached as Appendix "E" of these Specifications.

6.20 Water Board Storm Water Compliance - The Contractor shall maintain compliance with the local regulations associated with the Santa Ana Regional Water Quality Control Board's Municipal Stormwater Permit issued to Riverside County and Co-Permittees under NPDES No. CAS618033 and subsequent iterations thereof.

6.21 Violation of Water Quality Standards - The Contractor shall notify the Engineer immediately but no later than 24 hours after any event causing a "Violation of Compliance with Water Quality Standards." Examples of noncompliance events include: lack of stormwater treatment following a rain event, discharges causing a visible plume in a Waters of the State and water contact with uncured concrete.

6.22 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 immediately. The 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 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.

6.23 Coordination with Paleontological/Archaeological Monitoring - The District's professional paleontologist will be monitoring the Contractor's initial grading and excavation activities. The Contractor shall coordinate and cooperate with the District's professional paleontologist and the tribal monitor in monitoring the initial grading and excavation.

6.24 Burrowing Owl Pre-Construction Survey - The District must conduct a presence/absence survey for Burrowing Owl within the Project area and up to a 500-foot buffer area no more than 14 days prior to construction/disturbance and again within 24 hours prior to the start of construction/disturbance. If Burrowing Owl is confirmed present onsite, the start of construction may be delayed. If the Contractor does not commence construction within 24 hours of the final clearance survey, the Contractor shall notify the Engineer as a new Burrowing Owl survey will be required prior to beginning construction activities in the affected area. If Burrowing Owl is confirmed present onsite, the procedures outlined in Section 6.24 - Burrowing Owl Avoidance Measures shall be implemented.

6.25 Burrowing Owl Avoidance Measures - If Burrowing Owl is confirmed present onsite, the District will establish an avoidance buffer of up to 500 feet around occupied burrows or nests. Encroachment shall not be allowed within the established avoidance buffer until it has been determined by the District that the burrow/nest is no longer active or until otherwise safe to do so. The Contractor shall not resume work in the affected area without the Engineer's approval.

Should compliance with this requirement 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 costs.

6.26 Nesting Bird Pre-Construction Survey - A nesting bird pre-construction survey will be required if work commences during the nesting season of December 15th through September 15th. If work commences within the nesting season, the District biologist will conduct a protocol nesting bird survey. If active nests are identified, the District biologist shall implement and monitor specific avoidance and minimization measures, such as avoiding construction near active nests. The Contractor shall not resume construction in the affected area without Engineer's approval. If the Contractor does not initiate construction within 72 hours of Engineer's approval, the Contractor must notify the Engineer that another nesting bird survey is needed.

Burrowing Owl measures and procedures are covered separately under Sections 6.23 Burrowing Owl Pre-Construction Survey and 6.24 Burrowing Owl Avoidance Measures.

6.27 Temporary Impacts - Contractor shall return areas of temporary impacts to preexisting contours. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

SECTION 7 - SOILS REPORT

In conjunction with the soils investigation report prepared by GeoTek, Inc. dated February 17, 2020, the Contractor's attention is directed to Article 8.08 of the General Provisions. The logs of the soil borings for this report are included for the convenience of the bidders, in conformance with Section 8.08 of the General Provisions, as Appendix "C" of these specifications. The soils report is on file in the District office, 1995 Market Street, Riverside and is available for review upon request.

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 and flow within the proposed project site in varying quantities can be expected at any time of the year, and substantial runoff can be expected during periods of rainfall. Groundwater was not indicated at the time of the soils investigation for this project. 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 and must not be performed during periods of forecasted rain. Care should be exercised so that runoff, ponding or diversion flows do not erode, undermine or otherwise damage or degrade the constructed facilities, adjacent private properties or alter the suitability of the site for proposed work. 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 - TRAFFIC CONTROL

12.1 Description - The contract item Traffic Control shall include labor, flagmen, lights, barricades, signs, materials, temporary bridges and equipment necessary to ensure that the vehicular and pedestrian traffic conforms to requirements as set forth in this section and as shown on the drawings.

12.2 Notification of Agencies - The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work and inform them of the proposed construction schedule and provide any additional pertinent information they may request:

AT&T [Distribution]	Ronny Stewart	951.354.5492
Charter/Spectrum	David Romero	951.343.5101
City of Jurupa Valley		951.332.6464
MCI (Verizon Business)		800.289.3427
Riverside County Sheriff's Department		951.776.1099
Riverside County Transportation Department		951.955.6800
Rubidoux Comm Services	Miguel Valdez	951.684.7580
Santa Ana Watershed Protection (High Press Sewer)	Carlos Quintero	951.941.7611
SoCalGas	Dan O'Brien	909.335.7563
Southern California Edison	Doug Pendleton	909.251.9887
United States Postal Service		800.275.8777
Waste Management		800.774.0222

The Contractor is not relieved of his responsibility of notifying the various departments and agencies mentioned above, even if their telephone numbers may have changed without notice.

The above agencies shall also be advised by the Contractor of any major change in the construction schedule that could restrict pedestrian or vehicular traffic.

**The Contractor shall notify the California Highway Patrol Area Commander and schedule a pre-job meeting with Caltrans' representative, 909.383.7516, at least SEVEN (7) WORKING DAYS prior to installing any of the traffic control signs within Caltrans right of way (use highway name if applicable).**

12.3 Public Convenience and Access - The Contractor shall comply with the requirements of Section X of the General Provisions and shall provide continuous access to all private property. Additional provisions shall be made as necessary to protect the public and accommodate vehicular and pedestrian traffic with a minimum of inconvenience.



Closures or partial closures of the traveled way implemented by the Contractor shall be related to actual work being performed at the time. Closures shall not be maintained if work is not being performed. If the existing closure is not essential to the type of work being performed at the time, the traveled way shall immediately be restored to a safe condition for public use.

The Contractor shall provide temporary bridge crossings for all driveway entrances to be closed to vehicular access for any period exceeding 4 hours.

Temporary bridges shall have a minimum width of 12 feet for residential driveways and 24 feet for business driveways and shall be designed for an AASHTO H20 truck loading. Steel plates placed over the trench shall have a minimum thickness of 1.25" and the surface shall be roughened or coated to provide a non-skid surface. For spans greater than 4 feet, a structural design shall be prepared by a Registered Civil Engineer and submitted to the District for review and approval.

The Contractor shall notify each resident in writing three (3) days in advance of working adjacent to resident's property or excavating past the affected driveway entrance. Such notice shall contain the expected day and period of time (not to exceed four (4) hours) that the driveway is to be out of service or expected duration of construction when working adjacent to resident's property. A copy of each letter shall be submitted to the Engineer.

12.4 Traffic Control Plans and Construction Signs - The Contractor bears full responsibility to identify, implement and maintain all traffic controls, including, but not limited to, labor, flagmen, lights, barricades, signs, materials, temporary bridges and equipment, and any other measures necessary to ensure the safety of vehicular and pedestrian traffic through and around their work areas. The drawings include Traffic Control Plans, which are provided to simply indicate an approved concept of lane/road closures, detours, and minimum signage and notes, however, the Contractor is responsible for identifying, implementing and maintaining additional or alternative traffic controls wherever necessary to ensure vehicular and pedestrian safety and where directed by the Engineer. Such additional or alternative traffic controls must provide at least equivalent signage and comport with the standard notes identified on the Traffic Control Plans. All traffic control, construction signs, barricades, delineators, etc. shall conform with the U.S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Part 6, latest edition", and the MUTCD California Supplement, Part 6 along with the California MUTCD Sign Charts.

The City of Jurupa Valley and Caltrans may require that the Contractor prepare and submit Traffic Control Plans as part of their encroachment permit. Such plans must be prepared by the Contractor or their licensed engineer as required and must not include nor rely upon the signatures included on the Traffic Control Plans included in the drawings.

12.5 Flaggers - All personnel utilized as flaggers must be trained in the proper fundamentals of flagging and signaling per the latest standard Work Area Traffic Control Handbook (WATCH) Handbook procedures.

12.6 Striping and Pavement Marking - Temporary and permanent striping shall be performed by the Contractor at his expense as directed by the Engineer. The Contractor shall restore the permanent striping immediately after resurfacing of the streets is completed. The Contractor shall notify the City of Jurupa Valley, Telephone: 951.332.6464 at least 48 hours prior to restriping.

All temporary traffic striping and pavement markings shall conform to Section 84 of the Caltrans Specifications and shall be acceptable to the Riverside County Transportation Department.

All new or replaced pavement markings such as arrows, "STOP", "ONLY", reflectors, etc. shall be replaced by the Contractor using thermoplastic. Thermoplastic crosswalk, traffic stripes and pavement markings shall conform to the provisions in Section 84-1, "General" and 84-2, "Traffic Stripes and Pavement Markings" of the Caltrans Specifications and these Detailed Specifications.

12.7 Payment - The contract prices paid for Traffic Control shall include full compensation for all material and labor costs incurred under this section. Contractor is advised that traffic plans as shown on the drawings may be modified as field conditions require. No additional payment shall be made for modifications to the traffic plan.

This payment will be made on a basis of the percentage of work completed on the entire project.

### 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 legally 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, block walls, pipes, abandoned facilities, barricades, culverts, rocks, structures, curbs, gutters, cross gutters, sidewalk, concrete channel lining, other concrete and asphalt excluding those items defined specifically as excavation in the appropriate section.

Included in this item are the following:

1. The Contractor shall leave all improved parkways undisturbed where possible. When this is impractical, the Contractor shall return in kind the areas disturbed in the parkways including removing and promptly replacing interfering portions of sprinkler systems. Where private sprinkler systems within parkways are broken or temporarily removed, the Contractor shall immediately notify the property owner so that irrigation systems can be disabled until the repair is completed. Sod shall be used to restore disturbed grass. All work is to be done to the satisfaction of the Engineer. If irrigation lines are severed, the lines must either be immediately repaired, or if repairs will be deferred while interfering work is completed, the

property owner must be immediately notified to make appropriate adjustments to irrigation timers to minimize potential damage due to irrigation flows. Repairs shall be tested in coordination with the property owner.

2. The protection and/or temporary relocation of signs and mailboxes, and their reinstallation. Work involving mailboxes shall be coordinated with the Postal Service.
3. The stenciling and signage on top of all catch basins and drop inlets. Stenciling and signage will be provided by the District.
4. The removal, legal disposal and hauling offsite of the existing items shown on the project drawings and more specifically described as follows:
  - (a) Removal of existing fence, gates and barricade.
  - (b) Sawcut and removal of existing AC pavement, dikes, curbs and gutter, and sidewalks for the purpose of constructing catch basins and local depressions, as shown on the project drawings.
  - (c) Sawcut and removal of existing concrete channel lining for the purpose of constructing channel transition structures, rectangular channels and reinforced concrete box, as shown on the project drawings.
5. Additional items as shown on the project drawings and more specifically described as follows:
  - (a) Protecting existing trees (unless otherwise noted), AC berm and gutters, electrical poles, guy wires, utilities and all other features shown as protect in place throughout the project drawings.
  - (b) Miscellaneous grading to achieve proper drainage around concrete structures and to achieve finished grades as shown on the project drawings, except where otherwise specified for quantification and payment elsewhere in these Contract Documents.

Finally, included in this item are those types of work as shown on the project drawings or specified in the contract documents 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; Structure Excavation; Backfill; Structure Backfill; Controlled Low Strength Material (CLSM); and Filter Material.

14.2 General Excavation Requirements - Open Trench Excavation shall be in conformance with Section 306 of the Greenbook Specifications. Structure Excavation shall be in conformance with Section 300-3 of the Greenbook Specifications. Trench access ladders shall be in conformance with Section 306-3.6 and the manner of shoring and bracing shall be in conformance with Section 306-4 of the Greenbook Specifications.

Excavation shall be kept to the minimum widths required for efficient placing of the structure, Rock Mulch, and the construction of the project as shown on the drawings. 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 structures including pipe, box, manholes, junctions, concrete channels and sideslopes will be inspected and tested after excavation. No structures, fill or backfill will be permitted until the foundation has been inspected and approved by the Engineer. Work completed without inspection of the foundation may, at the discretion of the Engineer, be required to be removed and replaced at the sole cost of the Contractor. The subgrade shall be compacted to a minimum of 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 unless overexcavation is directed by Engineer.

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, unless otherwise specified, 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 equipment, labor and other costs associated with all excavation required for the construction and installation of the reinforced concrete pipe and the associated, junction structures, manholes, transitions, collars and bulkheads as shown on the project drawings, standard drawings and as directed by the Engineer. Included in this item is sawcutting (where necessary), removal and disposal of all surplus excavated material including asphalt, aggregate base, abandoned pipelines and concrete from within the excavation paylines as specified and as required. All surplus material and items not suitable for use as backfill shall be segregated and legally disposed of outside the limits of the construction easements, temporary and permanent rights of way. All HMA and P.C.C. shall be sawcut unless otherwise specified.

14.4 Structure Excavation - The contract item Structure Excavation covers all equipment, labor and other costs for the full removal of all material including asphalt, aggregate base, abandoned pipelines and concrete from within the excavation paylines as specified and as required for the construction and installation of the reinforced concrete boxes, rectangular channels and channel transitions as shown on the standard drawings and the legal disposal of all surplus material outside the limits of the construction easements, temporary and permanent rights of way. All A.C. and P.C.C. shall be sawcut unless otherwise specified.

14.5 General Backfill Requirements - Whenever fill is specified or required (except for pipe and box backfill, or where otherwise specified herein) the work shall be performed as set forth in Sections 300-4.1 to 300-4.8 of the Greenbook Specifications. Backfill for pipe and box shall conform to Section 306-12 of the Greenbook Specifications, except jetting is not allowed.

All fill material placed shall be moistened and shall be free of sod, roots, brush, debris, trash and other objectionable material.

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, (x2) and one break to be agreed upon by the Engineer and Contractor. The two-cylinder breaks at 28 days are to report the average as required by ACI. 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 and ASTM D6938.

- (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 and pipe shall be compacted to not less than ninety percent (90%) relative compaction. Where such material is placed under existing or proposed paved roadways, the top three (3) feet, measured from the subgrade plane, shall be compacted to ninety-five percent (95%) and shall be compacted by Method (1).

Trench bottoms for structures and pipe shall be graded to provide firm and uniform bearing throughout the entire length of the structures and pipe.

14.6 Testing - District personnel shall perform compaction tests as described below 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.

1. Mainline Trenches - A complete series of compaction tests will be taken for each 4-foot thickness of backfill placed. Each series will consist of tests taken at

approximate maximum intervals of 300 feet. Each series will begin above the structure.

2. Connector Pipe Trenches - Compaction tests will be taken on 50% of the laterals, one test for each 4-foot of depth.
3. Any failed test will result in a retest.

14.7 Backfill - The contract item Backfill covers all costs associated with the storing and transporting of suitable surplus excavated material from the overall project, and the placement and compaction of such material around the various concrete structures, reinforced concrete box and pipe, and the associated junction structures, headwalls, transitions, manholes, drop inlets, channels, retaining walls and collars within the paylines as shown on the project drawings, standard drawings and as directed by the Engineer.

14.8 Structure Backfill - The contract item Structure Backfill includes all backfill compacted as specified around the reinforced concrete box, rectangular channel, associated retaining walls and transition structures from within the paylines as shown on the standard drawings.

14.9 Controlled Low Strength Material (CLSM) - The contract item Controlled Low Strength Material (CLSM) shall cover all equipment, material, labor and other costs necessary and the provision and placement of CLSM as specified on project drawings, standard drawings and as directed by the Engineer.

CLSM material conformance is specified in Section 16 of these specifications.

14.10 Filter Material - The contract item Filter Material covers all costs associated with the furnishing and placement of filter material which will be placed below the reinforced concrete pipe, box and various other structures as shown on the project drawings, standard drawings and as directed by the Engineer.

The Contractor should note that the placing of filter material will be determined from field conditions as directed by the Engineer.

The materials for filter material shall conform to Sections 90-1.02C and 90-1.02C(4)(a) of the Caltrans Specifications. Grading shall meet the requirements for 1" x No. 4 coarse aggregate as per Section 90-1.02C(4)(b) of the Caltrans Specifications. The District has determined an applicable "X" value for such aggregate and are as follows: 3/4" = 75 and 3/8" = 15. The filter material shall be consolidated, and the surface trimmed to final grade as directed by the Engineer.

14.11 Measurement - Excavation; Structure Excavation; Backfill; Structure Backfill; Controlled Low Strength Material (CLSM); and Filter Material beyond the limits established by the project drawings and standard 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. Longitudinal limits of the excavations as shown on the profile drawings terminate at a vertical plane at the limits of the structure, measured along the longitudinal axis of the various structures.

Measurement for payment for the contract item Excavation will be the number of cubic yards of material excavated as shown on the project drawings. Longitudinal limits of the excavations terminate at a vertical plane at the limits of pipe or structures, measured along the longitudinal axis of the pipe or structure.

Measurement for payment for the contract item Structure Excavation will be the number of cubic yards of material excavated as shown on the standard drawings. Longitudinal limits of the excavations terminate at a vertical plane at the limits of pipe or structures, measured along the longitudinal axis of the pipe or structure.

Measurement for payment for the contract items Backfill; and Structure Backfill will be the number of cubic yards of fill material placed in final position as specified and within the limits of the payment lines shown on the project drawings, standard drawings or as directed by the Engineer. Existing (pre-project) grades will be established by the District based on surveyed cross sections. Where Backfill is specified to be placed above existing (pre-project) grades, the volumes above the existing grade will be measured from the existing ground surface prior to placement of any fill compared to the approved finished grades, as determined from surveyed cross sections taken by the District. The longitudinal limits for backfill shall terminate at a vertical plane at the limits of the pipe or structure, measured along the longitudinal axis of the various pipe or structures. Volumes occupied by structures, aggregate base, asphalt concrete and other features for which a separate payment is made will be deducted from the gross volume.

Measurement for payment for the contract item Controlled Low Strength Material (CLSM) will be the number of cubic yards of material placed in final position as specified and within the limits of the payment lines as shown on the project drawings, standard drawings or as directed by the Engineer. The longitudinal limits for CLSM shall terminate at a vertical plane at the limits of the pipe or structure, measured along the longitudinal axis of the various pipe or structures. Volume occupied by structures, aggregate base, asphalt concrete and other features for which a separate payment is made will be deducted from the gross volume.

Measurement for payment for the contract item Filter Material will be the number of cubic yards of material placed in final position as specified to the lines, grades and dimensions as shown on the project drawings, standard drawings or as directed by the Engineer.

14.12 Payment - The contract prices paid for Excavation; Structure Excavation; Backfill; Structure Backfill; Controlled Low Strength Material (CLSM); and Filter Material shall include full compensation for all costs incurred under this section.



## SECTION 15 - TRENCH SAFETY SYSTEM AND FALSEWORK

15.1 Description - This section covers the contract item Trench Safety System and Falsework. This item is defined as a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Trench safety systems include support systems, sloping and benching systems, shield systems and other systems that will provide necessary protection. The item includes the furnishing and implementation of the safety system as required by Section 306-4 of the Greenbook Specifications or as directed by the Engineer.

15.2 Trench Safety System - Excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has provided to the Engineer, a detailed plan for worker protection from the hazards of caving ground during the excavation of the trench. The plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection including any design calculations done in the preparation of the plan. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Department of Industrial Relations, Division of Occupational Safety and Health Administration (Cal-OSHA). The plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted for review in accordance with Section 2.1.

All safety plans shall reflect surcharge loadings imparted to the side of the trench by equipment and stored materials. Surcharge loads shall be monitored to verify that such loads do not exceed the design assumptions for the system.

The Contractor should not assume that only one type of trench safety system such as a shield or "trench box" will be adequate for all trenching situations encountered on a given project. The Contractor should be prepared with alternative safety system designs (such as solid sheeting) should construction circumstances dictate the use of such.

Trench safety system designs for support systems, shield systems or other protective systems whether drawn from manufacturers' data, other tabulated data or designed for this particular project must be signed by a Civil Engineer registered in the State of California prior to submittal to the District for review. A shoring plan for the specific use of a shield shall be prepared. Catalogs or engineering data for a product should be identified in the plan as supporting data. All specific items or applicable conditions must be outlined on the submittal.

The State of California Department of Transportation "Trenching and Shoring Manual" will be used as a guide for plan review and approval.

Also included in this item is the fencing and barricading of the open trench as required for the safety of pedestrians and vehicular traffic as directed by the Engineer.

15.3 Falsework - Falsework for the construction of bridges and reinforced concrete boxes shall conform with Section 48-2 Falsework of the Caltrans Specifications.

The Falsework plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted for review at least four (4) weeks before the Contractor intends to begin Falsework construction.

The State of California Department of Transportation "Falsework Manual" will be used as a guide for plan preparation and review.

15.4 Measurement and Payment - The contract price paid for the item Trench Safety System and Falsework shall include full compensation for all costs incurred under this section.

This payment will be made on a basis of the percentage of the work completed on the items related to trenching operations.

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	7.5	Boxes, Box Parapet Walls, Rectangular Channel Inverts and Walls, Channel Transition Structures, Channel Cutoff Walls, and Junction Structure No.1	6000
A	6	Concrete Bulkheads	4000
A	6	Catch Basins, Drop Inlets, Junction Structure Nos. 2 and 3 Manholes, Concrete Pavement, Concrete V-Ditch, and Collars	3250

B	5	Local Depressions, Curb, and Miscellaneous Concrete not otherwise specified	3000
E	1/2 Max.	Controlled Low Strength Material (CLSM)	50-100 (hand excavatable)

16.3 Material and Methods - All concrete materials, methods, forms and proportioning shall conform to Sections 51 and 90, and additionally, curb construction shall conform to Section 73 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
The Footings of Channel Retaining Walls (Caltrans B3-4A - Type 5), The inverts of: Reinforced Concrete Boxes, Rectangular Channels, Junction Structures, Channel Transition Structures and Manholes.	1-1/2" Maximum
Channel Retaining Walls (Caltrans B3-4A - Type 5), Channel Transition Walls, Box Deck and Walls, Rectangular Channel Walls, Catch Basins, Drop Inlets, Local Depressions, Curb, Cutoff Walls, Bulkheads, Collars, and other Miscellaneous Concrete not otherwise specified. All other concrete structures.	1" Maximum
Controlled Low Strength Material (CLSM)	*See below

\*Note: Controlled Low Strength Material (CLSM) gradation shall conform to Section 201-6.2.2 of the Greenbook Specifications except that the Contractor has the option to use reclaimed concrete material for the CLSM. The reclaimed material shall meet the same grading requirements as non-reclaimed material set forth in Greenbook Specifications Section 201-6.2.2.

The Contractor may also elect to use an air entrained agent or an accelerant (2% PolarSet or equivalent) to speed up the set time of the CLSM. The Contractor shall submit mix designs for review and approval.

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. Heavy machinery, equipment and vehicles shall be kept off the steel reinforcement when stored or installed.

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 cast-in-place concrete pipe which shall have a slump of 2 inches plus or minus 1 inch.

Controlled Low Strength Material (CLSM) flow characteristics shall be determined by the producer to meet job site conditions and shall be approved by the Engineer.

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.

Element	Strength or Time
Reinforced Concrete Boxes with spans 14 feet or less, and not at pavement grade.	1600 psi
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. A tight wood float finish will be required on the surface of trapezoidal channels and bridge decks and excessive surface working will not be permitted. 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 Controlled Low Strength Material (CLSM) Curing - Controlled Low Strength Material (CLSM) must achieve a maximum indentation diameter of three (3) inches as determined under ASTM D6024 before covering.

16.10 Joints - Joints shall be made at the locations shown on the project drawings, or as approved by the Engineer.

The Contractor shall construct, in one continuous concrete placing operation, all work comprised between such joints. Joints shall be kept moist until adjacent concrete is placed.

Transverse weakened plane joints shall be required in the trapezoidal and rectangular channel at 10-foot spacing or as directed by the Engineer. The joints may be formed by:

- A) Placing a continuous strip of plastic or other material, as approved by the Engineer, which will not react adversely with the chemical constituents of the concrete or bond with the concrete. The approved material shall have a minimum thickness of 0.013 foot, a width of not less than 0.12 foot nor more than 0.13 foot for the trapezoidal channel slope and for the rectangular channel walls and invert. After placement, the vertical axis of the joint material shall be within 10 degrees of a plane normal to the surface of the concrete. The tops of the strip shall not be above nor more than 0.02 foot below the finished concrete. Final alignment of the approved materials for the transverse weakened plane joints shall not vary more than 0.04 foot from the edge of a 12-foot straight edge. After installation of a joint material the concrete shall be free of segregation, rock pockets or voids and the finished concrete surface on each side of the joint shall be in the same plane.
- B) The Contractor may elect to form the weakened plane joints in the channel surface by cutting a groove in the surface with a power-driven saw. The grooves shall be cut to a minimum depth of 0.17 foot and the width shall be the minimum width possible with the type of saw being used, but in no case shall the width exceed 0.02 foot. The weakened plane joints shall be sawed within 12 hours after the concrete has been placed.

Transverse Construction joints, when required, shall be spaced and constructed as shown on the drawings, at a straight 90-degree angle to the centerline unless otherwise specified or shown on the drawings. A complete curtain of transverse steel shall be placed three (3) inches from each face of the transverse construction joints, and longitudinal steel will not be contiguous through the joint. For reinforced concrete boxes, keyed transverse construction joints shall be spaced not more than 50 feet or be less than 10 feet. Transverse joints in the invert, walls and deck shall be in the same plane. For rectangular channels, keyed transverse construction joints shall not exceed 50 feet or be less than 10 feet. Transverse joints in the invert and the walls shall be in the same plane.

Unless otherwise specified on the drawings, other construction joints shall utilize a minimum ½-inch diameter deformed bars 30 inches long, spaced at 18-inch centers as tie bars. For structures where the required reinforcing on the drawings is in excess of this requirement at the construction joint, these additional tie bars are not required. The construction joints shall be straight and finished in a workmanlike manner.

The Contractor's attention is directed to the drawings to identify any locations on structures where construction joints are prohibited.

Surfaces of construction joints shall be cleaned as set forth in Section 51-1.03D(4) of the Caltrans Specifications.

16.11 Weepholes - 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 shown on the drawings or 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 standard 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.

16.12 Use of the Channel Invert - Dump trucks, concrete trucks and earth moving equipment (whether full or empty) will not be allowed to operate on the invert of the channel once steel or concrete has been placed.

A rubber track small crane with capacity not to exceed 10 tons will be permitted to operate on the concrete channel invert for the purpose of setting and moving forms and erecting the steel reinforcement for the walls. Wheel loading types and amounts will be subject to the approval of the Engineer. Vehicles of 3/4 ton capacity (or less) will also be permitted access to the invert. The speed of any vehicle using the invert will be limited to 10 m.p.h. maximum to avoid impact loading.

No other category of equipment, except that specifically approved by the Engineer in writing will be permitted to use the invert of the channel for access to the work area.

In any event, vehicular access to the invert will not be permitted until the concrete has achieved the strength as directed by the Engineer. Approval for access to use the invert shall not relieve the Contractor of the responsibility to avoid damage to the concrete. Cracking, displacement or other damage which occurs to the invert will be cause to restrict some or all of the categories of equipment allowed access to the channel. Repair or replacement of damaged concrete will be required by the Contractor.

16.13 Class "A" Concrete, Reinforced Concrete Box - The contract item Class "A" Concrete, Reinforced Concrete Box covers all material, labor and costs for the construction of all reinforced concrete boxes, exclusive of earthwork.

Reinforced concrete box walls shall be constructed by placing the concrete directly against timber or steel sheeting used as the outside form and shoring. Sheeting shall be closely fitted and extend a minimum of 12 inches above the ground surface. Unless otherwise directed, all sheeting shall be removed and the void created shall be immediately backfilled with a well graded sand and thoroughly jetted to the relative densities specified in Backfill.

The Contractor has an option of forming both sides of the reinforced concrete box walls, however, due to additional loads on the box structure resulting from this trench condition, the Contractor will be required to submit an alternate box design prepared by a Civil Engineer registered in the State of California. All alternate box designs are subject to the approval of the Engineer and no additional payment will be made for the alternate box if approved.

If the box is constructed from State of California, Department of Transportation Standard Plans, either method of forming noted in the above paragraphs may be used without an alternate box design being submitted.

Loading and vehicular use of box deck slab shall comply with the requirements of Section 51-1.03B of the Caltrans Specifications (also apply to bridge deck slab).

Also included in this item of work will be the construction of the weepholes if required in the invert slab or sides of the reinforced concrete box.



16.14 Class "A" Concrete, Caltrans Retaining Wall Footing - The contract item Class "A" Concrete, Caltrans Retaining Wall Footing covers the all material, labor and costs for the construction of the Caltrans Retaining Wall Type 5 (Case 1) footing per Caltrans Std. B3-4A, exclusive of earthwork.

16.15 Class "A" Concrete, Caltrans Retaining Wall - The contract item Class "A" Concrete, Caltrans Retaining Wall covers the all material, labor and costs for the construction of the Caltrans Retaining Wall Type 5 (Case 1) per Caltrans Std. B3-4A, exclusive of earthwork.

16.16 Class "A" Concrete, Channel Wall - The contract item Class "A" Concrete, Channel Wall covers all materials, labor and costs for the complete construction of the walls of the rectangular channel and channel transitions, exclusive of earthwork.

16.17 Class "A" Concrete, Channel Invert - The contract item Class "A" Concrete, Channel Invert covers all materials, labor and costs for the complete construction of the rectangular channel inverts and the inverts for the channel transitions. Included in the pay item is all reinforcing steel required, but exclusive of earthwork.

16.18 Class "A" Concrete, Minor Structures - The contract item Class "A" Concrete, Minor Structures covers all materials, labor and costs for the complete construction of the catch basins, collars, concrete bulkheads, concrete pavement, a modified drop inlet, box parapet wall, concrete V-ditch and concrete aprons as specified on the project drawings. Included in the pay item is all earthwork and reinforcing steel required for these structures, but exclusive of the required miscellaneous iron and steel. The subgrade for concrete pavement shall be scarified to a depth of twelve inches (12") and compacted to ninety-five percent (95%) relative compaction prior to the placement of concrete.

16.19 Class "A" Concrete, 2' Channel Cutoff Wall - The contract item Class "A" Concrete, 2' Channel Cutoff Wall covers all materials, labor and costs for the construction channel transition transverse cutoff walls. Included in the pay item is all earthwork and reinforcing steel.

16.20 Class "A" Concrete, Junction Structure No. 1 - The contract item Junction Structure No. 1, covers all material, labor and costs for the complete construction of this structure, including reinforcing steel, exclusive of earthwork.

16.21 Class "B" Concrete, Miscellaneous - The contract item Class "B" Concrete, Miscellaneous covers all materials, labor and costs for the complete construction of the curb, local depressions, and any other concrete not specified. Included in the pay item is all earthwork and reinforcing steel required.

16.22 Junction Structure No. 2 - The contract item Junction Structure No. 2 covers all material, labor and costs for the complete construction of this structure, exclusive of earthwork.

No separate payment will be made for Junction Structure No. 3.

16.23 Manhole No. 4 - The contract item Manhole No. 4 covers all materials, labor and costs for the complete construction of these various structures, including reinforcing steel, exclusive of earthwork and the miscellaneous iron and steel.

The manhole rings are required and shall conform to ASTM Designation: C-478, and the drawings. The rings shall be laid up, using Type II modified cement with a 1:2 mix mortar and with 1/2-inch minimum thickness pointed joints. On completion, vertical wall section shall not be out of plumb by more than 1/2-inch in 10 feet of vertical height. The manhole rings shall also be accurately aligned. The cast iron manhole frame and cover shall be installed, with frame accurately set to finished grade of pavement, in mortar well tamped around the perimeter of frame to ensure full bearing.

16.24 Measurement - Measurement for payment for the contract items Class "A" Concrete; Reinforced Concrete Box; Class "A" Concrete, Caltrans Retaining Wall Footing; Class "A" Concrete, Caltrans Retaining Wall; Class "A" Concrete, Channel Wall; Class "A" Concrete, Channel Invert; Class "A" Concrete, Minor Structures; Class "A" Concrete, 2' Channel Cutoff Wall; and Class "B" Concrete, Miscellaneous will be the number of cubic yards placed as specified, measured to the neat lines as shown on the drawings.

Measurement for payment for the contract items Class "A" Concrete, Junction Structure No. 1; Junction Structure No. 2; and Manhole No. 4 will be the number of each type constructed as specified.

Measurement for payment for the contract item Reinforcing Steel required for the construction of the reinforced concrete structures described in the appropriate sections will be in conformance with Section 52-1.04 of the Caltrans Specifications. Steel used for longitudinal laps or splices will not be measured for payment. Transverse laps or splices shown on the plans but not used, and laps or splices used for the convenience of the Contractor will not be measured for payment.

No measurement or payment will be made for dowels, tie bars, tie wires, blocks, chairs and other accessories.

16.25 Payment - The contract prices paid for the various Concrete items and reinforcing steel items shall include full compensation for all costs incurred under this section.

## SECTION 17 - CONCRETE PIPE

17.1 Description - This section covers the contract item Reinforced Concrete Pipe of the various sizes as required for the work.

17.2 General Pipe Requirement - Pipe materials, manufacture and quality, shall conform to ASTM Designation: C-76 or C-655. The Engineer shall be furnished a "Certificate of Compliance" signed by the manufacturer of the pipe certifying that the pipe conforms to the ASTM requirements. All pipe and pipe material supplied by the Contractor shall be new.

The District will also require the D-load bearing strength test conforming to ASTM C497 for new pipe 30" or greater, in conformance with Sections 207-2.9.1(1) and 207-2.9.2 of the Greenbook Specifications as a basis for acceptance of the pipe. The test shall be performed in the presence of the Engineer.

Pipe shall be laid in a trench free of ponded water in conformance with Section 306-5, with joints in conformance with Section 306-7.3 of the Greenbook Specifications.

Pipe ends shall be cleaned and moistened prior to making up joint.

17.3 Reinforced Concrete Pipe - The contract items for the various Reinforced Concrete Pipe include the furnishing and installing of the various pipe as specified, exclusive of earthwork.

17.4 Pipe on Curves - Unsymmetrical closure of pipe joints shall not exceed 1 inch pull on the outside of the curve when pull is measured at the spring line on the inside of the pipe. Mortar joints on curves shall conform in strength, texture of mortar finish and tightness to the joints for straight ended pipe.

When beveled pipe is used the maximum deflection angle shall not exceed 6 degrees unless shown on the plans or approved by the Engineer.

17.5 Measurement - Measurement for payment of the contract items Reinforced Concrete Pipe of the various sizes and classes will be the number of lineal feet of each class installed as specified measured along the centerline of the pipe in place including curves.

17.6 Payment - The contract prices paid for the Reinforced Concrete Pipe shall include full compensation for all costs incurred under this section.

#### SECTION 18 - AIR-PLACED CONCRETE

18.1 Air-Placed Concrete - Air-placed concrete may be used for construction of channel transition walls only when specifically allowed elsewhere in these Detailed Specifications or on the drawings. One inch of concrete shall be added to the channel transition walls to obtain three inches of clear cover for steel reinforcement on the dirt side.

Air-placed concrete shall be installed only by subcontractors with a minimum of 5 years experience specializing in construction of reinforced concrete structures by air-placed methods. Only personnel skilled in the techniques of air placement of concrete shall be utilized for air-placed concrete construction, and nozzle operators shall have a minimum of 3 years experience in air placement of concrete in reinforced concrete structures.

Air-placed concrete shall be applied only by Method B (shotcrete) in conformance with Section 303-2.1.3 of the Greenbook Specifications.

Equipment used for air placement of concrete shall be in conformance with Section 303-2.2 of the Greenbook Specifications for "Method B", except that only "positive displacement

piston" type pumps shall be allowed to convey the premixed concrete. So called "rotating roller squeeze" pumps or "ball valve" pumps will not be allowed. In addition, two air compressors shall be provided. The air compressors shall have a minimum capacity of 250 cubic feet per minute for each operating nozzle.

Concrete for air-placed concrete shall conform to the material, proportioning and mixing requirements of these Detailed Specifications, except that materials shall conform to specifications applicable to the "wet-mix process" in Section 53-1.02 of the Caltrans Specifications. The use of 3/8" pea gravel described therein will be required. The use of admixtures will be subject to the approval of the Engineer.

Strength of air-placed concrete shall be determined from cores taken from test panels in accordance with Section 303-2.4 of the Greenbook Specifications. Supplementing Section 303-2.4 of the Greenbook Specifications, the test panels shall have the same thickness as the maximum wall thickness of the transition section being constructed. A minimum of three cores shall be taken for each 250 cubic yards or fraction thereof of air-placed concrete deposited each day. One core test specimen shall be obtained and tested at 14 days, and the remaining two obtained and tested at 28 days. The tests shall be conducted in the presence of the Engineer and by a qualified laboratory acceptable to the District. All coring and testing required shall be at the Contractor's expense. The minimum compressive strength of air-placed concrete shall be in accordance with the requirements of these Detailed Specifications. A final report documenting all testing shall be given to the Engineer prior to acceptance of the project.

Preparation of surfaces to receive air-placed concrete shall be in accordance with Section 303-2.5 of the Greenbook Specifications.

Forms and ground wires shall be in conformance with Section 303-2.7 of the Greenbook Specifications.

Placement of air-placed concrete shall be in accordance with Section 303-2.6 of the Greenbook Specifications and these Detailed Specifications. Prior to placing any concrete, sufficient scaffolding or other means of access shall be provided to allow adequate access to the work area for proper placement and finishing of the air-placed concrete. Scaffolding shall not be supported by the reinforcing steel or forms. After placement of concrete has started, workmen shall not walk on reinforcing steel or graded slopes. No concrete shall be placed until all scaffolding, forms, reinforcement, ground wires and joints have been inspected and approved by the Engineer. Air-placed concrete shall be applied only in the presence of the Engineer. Whenever possible, except when enclosing reinforcing steel, the nozzle shall be held at right angles to the air-placed concrete surface at a distance of 2-1/2 to 3-1/2 feet. When enclosing steel, the nozzle shall be held at an angle so as to direct the material around the bars. A nozzleman's helper equipped with an air jet shall attend the nozzleman and blow out all rebound, sand, etc., which may have lodged on the forms, steel or air-placed concrete. Concrete material shall emerge from the nozzle in a steady, uninterrupted flow. When flow becomes intermittent for any cause, the nozzle shall be diverted from the work until the flow again becomes constant. In shooting walls or slopes, application shall begin at the bottom and shall completely embed the reinforcement for the full thickness of the structural section less an allowance of one inch for the finish coat. The limit of

lift height (when the in place material begins to sag) shall not be exceeded. Immediately after the lift has been allowed to take its initial set, all surfaces shall be cleaned of rebound and other loose material by rodding or brooming.

Construction joints shall be in conformance with Section 303-2.8 of the Greenbook Specifications and these Detailed Specifications. Before applying air-placed concrete, construction joints and adjacent steel and forms shall be cleaned by sand, air and water blast of all laitance, overspray and rebound materials, and the surface of the joint thoroughly wetted.

Finishing shall be in accordance with Section 303-2.9 of the Greenbook Specifications and these Detailed Specifications. The finished surface on exposed portions of transition walls with side slopes steeper than 1:1 (run to rise) shall have a Class 1 surface finish in conformance with Section 51-1.03F(3) of the Caltrans Specifications. Remaining portions of the transition shall have a broomed finish to match the adjacent trapezoidal channel surface. Prior to placing the finish coat, all laitance shall be removed from the existing surface, and the surface thoroughly cleaned and wetted by air and water blast. The finished coat shall be applied no more than 8 hours after the placement of the structural section, and the surface of the structural section shall be kept continuously moist until the finished coat is placed.

Curing of air-placed concrete shall be in accordance with the requirements of these Detailed Specifications.

#### SECTION 19 - FLEXIBLE PAVEMENT CONSTRUCTION

19.1 Description - This section covers the contract items Aggregate Base, Class 2; Hot Mix Asphalt (HMA); and Temporary Resurfacing.

19.2 Aggregate Base, Class 2 - The contract item Aggregate Base, Class 2 includes furnishing and placing such material as indicated on the project drawings and standard drawings. Aggregate Base, Class 2 shall be clean and free from roots, organic material and other deleterious substances, and be of such character that when wet it will compact to form a firm stable base. Material and placing shall be in accordance with Section 26 and Riverside County Transportation Department STD. 818.

The aggregate base shall also have a sand equivalent value of not less than 35 when tested in conformance with California Test Method 217.

The aggregate base material shall be spread as specified in Sections 26-1.03A and 26-1.03D of the Caltrans Specifications. The aggregate base material shall be compacted as specified in Section 26-1.03D of the Caltrans Specifications.

19.3 General Hot Mix Asphalt (HMA) Requirements - The Contractor shall not start paving Hot Mix Asphalt (HMA) until all compaction on the aggregate base is tested and approved by the Engineer.

The HMA shall be proportioned, mixed, spread and compacted in accordance with the applicable provisions in Section 39-2 of the Caltrans Specifications and these Detailed Specifications.

The Contractor shall ensure the safe transportation, storage, use and legal disposal of HMA.

The Contractor shall prevent the formation of carbonized particles caused by overheating HMA during manufacturing or construction.

19.4 Hot Mix Asphalt (HMA) Aggregate - Aggregates shall be clean and free from decomposed materials, organic material, and other deleterious substances. Coarse aggregate is material retained on the No. 4 sieve and fine aggregate is material passing the No. 4 sieve. Supplemental fine aggregate is added fine material passing the No. 30 sieve including, but not limited to, cement and stored fines from dust collectors.

The aggregate grading of the different types of Hot Mix Asphalt (HMA) shall conform to the following, unless otherwise specified on the plans:

HMA Type	Grading
A	¾-inch and/or ½-inch

The base course of the HMA shall consist of ¾-inch aggregate for Type A and the final surface course for Type A shall consist of ½-inch aggregate.

The combined aggregate gradation and quality characteristics for HMA Type A aggregate(s), prior to addition of asphalt binder, shall conform to the requirements found in the following tables:

**Aggregate Gradation HMA Type A  
(Percentage Passing)**

**¾-inch HMA Type A**

Sieve Sizes	Target Value Limits	Allowable Tolerance
1-inch	100	-
¾-inch	90-98	TV ±5
½-inch	70-90	TV ±6
No. 4	42-58	TV ±7
No. 8	29-43	TV ±5
No. 30	10-23	TV ±4
No. 200	2.0-7.0	TV ±2

**Aggregate Gradation HMA Type A  
(Percentage Passing)**

**½-inch HMA Type A**

Sieve Sizes	Target Value Limits	Allowable Tolerance
¾-inch	100	-
½-inch	95-98	TV ± 5
⅜-inch	72-95	TV ± 5
No. 4	52-69	TV ± 5
No. 8	35-55	TV ± 5
No. 30	15-30	TV ± 4
No. 200	2.0-8.0	TV ± 2.0

**HMA Type A Aggregate Quality**

Quality Characteristic	Test Method	Requirement
Percent of crushed particles <sup>1</sup> Coarse aggregate (min. %) One fractured face	AASHTO T 335	95
Two fractured faces		90
Fine aggregate (min. %) (Passing No. 4 sieve and retained on No. 8 Sieve) (min. %) One fractured face	AASHTO T 96	70
Los Angeles Rattler (max. %) <sup>1</sup> Loss at 100 Rev.		12
		40
Sand equivalent <sup>1,2</sup> (min.)	AASHTO T 176	47
Flat and elongated particles <sup>1</sup> (max. % by weight at 5:1)	ASTM D 4791	10

Note: <sup>1</sup>Combine aggregate in the job mix formula proportions.

<sup>2</sup>The reported value must be the average of three (3) tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7 "Manual Shaker", 7.1.2 "Alternate Method No. 2", and 8.4.3 "Hand Method", do not apply. Prepare the stock solution as specified in Section 4.8.1 "Stock solution with formaldehyde", except omit the addition of formaldehyde.

<sup>3</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

19.5 Asphalt Binder - The asphalt binder to be mixed with aggregate shall conform to these Detailed Specifications and shall be as designated below or as determined by the Engineer:

- Grade PG 64-10 (Inland Valleys)

The Contractor shall furnish and place the HMA with all asphaltic emulsions required.

Asphalt binder shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt binder shall be:

- Free from residues caused by the artificial distillation of coal, coal tar or paraffin

- Free from water
- Homogeneous

The Contractor shall furnish asphalt binder from a supplier that conforms to the State of California Department of Transportation's " Asphalt Supplier Certification Program ". The Department maintains the program requirements, procedures, and a list of approved suppliers at <https://mets.dot.ca.gov/aml/AsphaltBindersList.php>.

The amount of asphalt binder to be mixed with the mineral aggregate shall be between three percent (3%) and seven percent (7%) by weight, of the dry mineral aggregate. The exact amount of asphalt binder to be mixed with the mineral aggregate shall be determined by a special mix design.

Performance grade paving asphalt shall conform to the testing requirements in the table below:

**Performance Graded Asphalt Binder**

Property	AASHTO Test Method	Specification Grade			
		PG 64-10	PG 64-16	PG 70-10	PG 64-28PM <sup>i</sup>
<b>Original Binder</b>					
Flash Point, Minimum °C	T48	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T44	99	99	99	98.5
Viscosity <sup>c</sup> at 135 °C, Maximum, Pa s	T316	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 1.00	64 1.00	70 1.00	64 1.00
RTFO Test <sup>c</sup> , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>					
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 2.20	64 2.20	70 2.20	64 2.20
Ductility at 25 °C Minimum, cm	T51	75	75	75	-
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum (delta), %	T315	-	-	-	Note g 80
PAV <sup>f</sup> Aging, Test Temperature, °C	R28	100	100	110	100
Elastic Recovery <sup>h</sup> , Test Temp., °C Minimum recovery, %	T 301	-	-	-	25 75



RTFO Test and PAV Aged Binder					
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T315	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	34 <sup>d</sup> 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T313	0 300 0.300	-6 300 0.300	0 300 0.300	-12 300 0.300

**Notes:**

- a. Not used.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by Department's "Certification Program for Suppliers of Asphalt".
- c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3 °C higher if it fails at the specified test temperature. G\*/sin(delta) shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D2827.
- f. "PAV" means Pressurized Aging Vessel.
- g. Test temperature is the temperature at which G\*/sin(delta) is 2.2 kPa. A graph of log G\*/sin(delta) plotted against temperature may be used to determine the test temperature when G\*/sin(delta) is 2.2 Kpa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G\*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G\*/sin(delta) is 2.2 kPa.
- h. Test without a force ductility clamp may be performed.
- i. Do not modify PG Polymer Modifier using acid modification.

Certificates of compliance shall be furnished to the Engineer certifying that the asphaltic emulsions and paving asphalts conform to the referenced Greenbook Specifications.

19.6 Hot Mix Asphalt (HMA) Paint Binder/Tack Coat - Asphaltic emulsion for paint binder (tack coat) shall conform to the provisions in Section 94 "Asphaltic Emulsion" of the Caltrans Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer. Grade CQS1 shall be used if not otherwise specified by the Engineer. Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated in the Detailed Specifications. The application rate shall be from 0.02 to 0.10 gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer.

19.7 Hot Mix Asphalt (HMA) Placement - Hot Mix Asphalt (HMA) shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

Total Thickness Shown on Plans <sup>1</sup>	Minimum No. of Layers	Top Layer Thickness (ft.)		Next Lower Layer Thickness (ft.)		All Other Lower Layer Thickness (ft.)	
		Min.	Max.	Min.	Max.	Min.	Max.
0.24-foot or less	1	-	-	-	-	-	-
0.25-foot	2	0.12	0.13	0.12	0.13	-	-
0.26 - 0.46-foot	2	0.12	0.21	0.14	0.25	-	-
0.47-foot or more	3 or more	0.15	0.21	0.15	0.25	0.17	0.25

<sup>1</sup>When pavement reinforcing mat is shown to be placed between layers of HMA, the thickness of HMA above the pavement reinforcing mat shall be considered to be the "total thickness shown on plans".

The straightedge for smoothness determination on the top layer of HMA pavement shall conform to the straightedge tolerances specified in Section 36-3.01D(4) of the Caltrans Specifications.

Areas of the top surface of the uppermost layer of HMA pavement that do not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas which have been subjected to abrasive grinding shall receive a seal coat. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work.

When abrasive grinding is used to bring the top surface of the uppermost layer of HMA surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

19.8 Hot Mix Asphalt (HMA) - The contract item Hot Mix Asphalt (HMA) covers the furnishing and installation of HMA necessary for the repair and resurfacing of streets damaged or removed due to construction operations, or as otherwise specified on the plans, including all aggregate, asphalt binder, prime coat, and tack coat/paint binder as specified herein, exclusive of any excavation or pavement grinding.

19.9 Temporary Resurfacing - The contract item Temporary Resurfacing is required for short reaches of the mainline and connector pipe trenches whenever excavation is made through pavement on which traffic must be allowed immediately after backfilling, only as directed by the Engineer. Otherwise, the leveling course of the HMA may be used to open the work area to traffic until the final paving is completed. Measurement and payment of the leveling course will be made as a HMA item, not Temporary Resurfacing.

Temporary Resurfacing shall be 2" (0.17') and in conformance with Section 306-13 of the Greenbook Specifications.

19.10 Measurement - Measurement for payment of the contract item Aggregate Base, Class 2 will be the number of cubic yards placed to the lines, grades and dimensions shown on the drawings. **No allowance will be made for aggregate base placed outside said dimensions unless otherwise ordered by the Engineer.**

Measurement for payment of the contract item Hot Mix Asphalt (HMA) will be the number of tons placed to the lines, grades and dimensions shown on the drawings. The HMA pay quantity shall be determined by using a conversion factor of 144 pounds per cubic foot for all HMA placed within standard paylines. No measurement for payment will be made for asphalt emulsions, including asphalt binder, HMA prime coat, HMA tack coat/paint binder required for this portion of the work, all costs for these items shall be included in the price paid for HMA. **No allowance will be made for HMA placed outside said dimensions unless otherwise ordered by the Engineer.**

Measurement for payment of the contract item Temporary Resurfacing will be the number of tons placed as specified in Section 19.9 and as directed by the Engineer.

19.11 Payment - The contract prices paid for Aggregate Base, Class 2; Hot Mix Asphalt (HMA); and Temporary Resurfacing shall include full compensation for all costs incurred under this section.

## SECTION 20 - FENCES AND GATES

20.1 Description - This section covers the contract items 6-Foot Chain Link Fence; Cable Railing; 14-Foot Double Drive Gates; and 12-Foot Double Drive Gates.

20.2 6-Foot Chain Link Fence - The contract item 6-Foot Chain Link Fence includes all material, labor and costs associated with 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 reinstallation of new chain link fence as noted on the project drawings and as directed by the Engineer.

All materials shall be new unless otherwise specified on the project drawings for removal and relocation, or unless the use of salvaged materials is approved by the Engineer. Materials salvaged shall be subject to the Engineer's approval prior to reinstallation. New fencing materials shall conform to Section 206-6 of the Greenbook Specifications and the project drawings. All installation shall be in conformance with Section 304-3.2 of the Greenbook Specifications, except for replacement of existing access controlled right of way fence located at Caltrans right of way if damaged per Caltrans Encroachment Permit No. 08-20-N-DD-1527 and per Caltrans latest Standard Plans and Specifications. All posts shall be set in commercial plant quality, 4 sack per cubic yard concrete.

20.3 Cable Railing - The contract item Cable Railing includes furnishing and installing cable railing as shown on the project drawing. Included in this item is all hardware, parts, posts and fitting in conformance with Section 83-2.07 of the Caltrans Specifications.

20.4 14-Foot Double Drive Gates - The contract item 14-Foot Double Drive Gates includes furnishing and installing the various gates as shown on the project drawings, complete with all gate posts set in concrete and in conformance with Section 304-3.3 of the Greenbook Specifications. Padlocks are not included in this item. On completion, gates shall operate freely without wedging or binding.

20.5 12-Foot Double Drive Gates - The contract item 12-Foot Double Drive Gates includes furnishing and installing the various gates as shown on the project drawings, complete with all gate posts set in concrete and in conformance with Section 304-3.3 of the Greenbook Specifications. Padlocks are not included in this item. On completion, gates shall operate freely without wedging or binding.

20.6 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.

Measurement for payment for the contract item Cable Railing will be the number of lineal feet of new cable railing installed along the top of the wall or curb parallel to the ground.

Measurement for payment for the contract items 14-Foot Double Drive Gates; and 12-Foot Double Drive Gates will be the number of pairs installed. Excavation and concrete required for fence or gate posts will not be measured for payment.

20.7 Payment - The contract price paid for 6-Foot Chain Link Fence; Cable Railing, 14-Foot Double Drive Gates; and 12-Foot Double Drive Gates shall include full compensation for all costs incurred under this section.

## SECTION 21 - MISCELLANEOUS

21.1 Description - This section covers the contract items Miscellaneous Iron and Steel; Subdrain; Object Marker; Steel Casings ID=18-Inch, t=0.3125; 4" PVC Sleeves, Schedule 80; and Extra Directed Work.

21.2 Miscellaneous Iron and Steel - The contract item Miscellaneous Iron and Steel covers all ferrous metal used in the various hydraulic structures. Materials, parts and fittings shall conform with the following:

- (a) Manhole Frames and Covers - Per ASTM Designation: A-48, Class 35B. Manhole frames and covers shall be minimum weight as shown on the plans, and the weight of each frame and cover shall be indicated thereon in white paint. Style and markings shall be approved by the Engineer. The castings shall be free from cracks, blowholes or other imperfections, straight, true to pattern and have a uniform finish. The castings for manholes in streets shall be thoroughly cleaned and coated with asphaltum paint of approved composition; all other castings for frames and covers shall be cleaned and galvanized. The cover shall fit firmly into the frame without

rocking, with the frame accurately placed so that cover is flush with finish paving. All covers shall be provided with socket set screw locking devices. Drill and tap two holes to a depth of one-inch at 90 degrees to pick hole and install 3/4-inch x 3/4-inch stainless steel socket set screws with 3/8-inch recessed hex head. All threads shall be National Coarse threading.

- (b) All other Miscellaneous Metal - Per ASTM Designation: A-36.
- (c) Galvanizing - Except for manhole frames and covers described above, all exposed ferrous metal shall be galvanized per Section 210-3 of the Greenbook Specifications.

21.3 Subdrain - The contract item Subdrain covers trenching and the furnishing of the subdrain pipe, all fittings, galvanized screen, filter material and filter fabric. The contract item Subdrain covers trenching and the furnishing of the subdrain pipe, all fittings, galvanized screen, filter material and filter fabric.

The filter material shall be wrapped in filter fabric as shown on the drawings. Filter material and filter fabric shall conform to the material specifications as specified in Section 16.11 Weepholes of these Detailed Specifications.

Filter 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 twelve (12) inches or sewn. Upstream sections of fabric shall overlap downstream sections.

Perforated subdrain pipe shall be vitrified clay pipe, concrete pipe, ABS Pipe or PVC Pipe, at the option of the Contractor. Vitrified clay pipe shall meet the requirements of ASTM Designation: C-700, for extra strength pipe. Concrete pipe shall meet the requirements of ASTM Designation: C-14 Class 3 and C-444 Type I. ABS pipe shall meet the requirements of ASTM Designation: D-2751, SDR 23.5, and PVC pipe shall meet the requirements of ASTM Designation: D2665, and perforations shall be that as described in ASTM Designation: C-700.

21.4 Object Marker - The contract item Object Marker includes the material, equipment and labor necessary to install each object marker as shown on the project drawings.

The object markers shall be in accordance with State of California, Department of Transportation Standard Plan A73-A, Type L-1 (CA) and shall conform to Section 82-5 of the Caltrans Specifications and the California Manual on Uniform Traffic Control Devices (MUTCD).

21.5 Steel Casings ID=18-Inch, t=0.3125 - This contract item Steel Casings ID=18-Inch, t=0.3125 covers all equipment, material and cost for the installation of the 18-inch inside diameter steel casing with a thickness t=0.3125-inches. This item shall include all earthwork as required at locations shown on the Project Drawings.

21.6 4" PVC Sleeves, Schedule 80 - The contract item 4" PVC Sleeves, Schedule 80 covers the 4-inch diameter PVC sleeves for future utility installation with all necessary materials, hardware and fittings including earthwork as required at locations shown on the project drawings. PVC sleeves shall be spec labeled "GAS USE ONLY" per Gas Company.

21.7 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 project 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.

21.8 Measurement - Measurement for payment for the contract item Miscellaneous Iron and Steel will be the number of pounds used in the work as specified. Should manhole frames and covers exceed the minimum weights as shown on the drawings by more than two percent (2%) that weight in excess of the allowable two percent (2%) increase will not be measured for payment. Manhole frames and covers to be salvaged and reused will not be measured for payment.

Measurement for payment for the contract item Subdrain will be the number of lineal feet installed as specified. No measurement will be made of the gravel filter material required for this portion of the work.

Measurement for payment for the contract item Object Marker will be for each installation.

Measurement for payment for the contract item Steel Casings ID=18-Inch, t=0.3125 will be the number of lineal feet installed as specified on the Project Drawings, measured along the centerline of the steel casing.

Measurement for payment for the contract item 4" PVC Sleeves, Schedule 80 will be the number of lineal feet specified on the Project Drawings, measured along the centerline of the sleeve.

21.9 Payment - The contract prices paid for Miscellaneous Iron and Steel; Object Markers; Steel Casings ID=18-Inch, t=0.3125; 4" PVC Sleeves, Schedule 80; and Extra Directed Work 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 Mulch; and Access Road Rock.

26.2 General Rock Mulch Requirements - Rock Mulch shall be a graded material and shall be angular, free of calcareous coating, caliche, organic matter or other foreign substances.

The percentage wear of the material to be used as rock mulch will be determined by the test procedure of ASTM Standard C-131, Grading B. The percentage wear of the material shall not exceed 40 after 500 revolutions.

The aggregates shall be well graded when tested in accordance with ASTM C-136 and ASTM C-117. The percentage composition by weight shall be within the following limits:

**Rock Mulch Gradation**

Sieve Size	Percentage Passing
3-inch	100
2-inch	40-60
1-inch	10-15

26.3 Rock Mulch Subgrade Preparation - Trash, weeds and other debris that will interfere with rock mulch placement shall be removed and disposed.

Rock Mulch will be placed without hydroseed as described below:

Without Hydroseed - In areas without hydroseed, the surface shall be adequately loosened by disking, ripping or both as determined by the Engineer. On sites where equipment cannot safely operate, the area designated to receive rock mulch shall be prepared by scarifying during clearing and grubbing to provide a roughened surface so that the rock mulch will stay in place. The finished surface for both equipment-prepped and hand-tilled areas shall be left in a roughened condition as approved by the Engineer. Subgrade preparation shall be discontinued when soil moisture conditions are not suitable for preparation of a satisfactory subgrade, as determined by the Engineer. Rock mulch shall not be placed until the subgrade surfaces have been inspected and approved by the Engineer.

26.4 Rock Mulch Placement - The rock mulch shall be placed by equipment on the prepared surfaces. The mulch shall be constructed to the full course thickness in one operation and in such a manner as to avoid displacement of the underlying materials, as applicable.

The rock mulch shall be delivered and placed in a manner to ensure that the in-place mulch layer shall be reasonably homogeneous and the fractions uniformly distributed. Hand placing of rock mulch shall be required to the extent necessary to prevent damage to the permanent works. Rock mulch shall be placed in an even application, tightly packed, to provide complete coverage of the area shown on the plans so that soil is not be visible between rocks. Rock Mulch shall be placed in a manner that ensures that materials are stable in-place and do not slide or otherwise displace into the concrete channel. Additional measures may be required to be recommended and implemented by the Contractor to ensure the material will be stable on the prepared slopes.

Rock Mulch shall be placed in accordance with the approved Rock Mulch Placement Plan defined below. The Contractor shall not crack the rock during spreading. Cracked rock may be subject to rejection and shall be removed, disposed and replaced at the Contractor's expense.

26.5 Rock Mulch Placement Plan - The Contractor shall prepare and submit a written Rock Mulch Placement Plan for approval by the Engineer prior to placing any rock mulch. The Rock Mulch Placement Plan shall illustrate how rock mulch placement will occur, including, but not limited to: placement phasing, equipment travel routes, rock mulch stockpile locations and measures to ensure the stability of the placed rock.

26.6 Rock Mulch - The contract item Rock Mulch covers the furnishing, hauling, subgrade preparations and placement of rock mulch as shown on the plans and as specified herein, inclusive of all work associated with preparing and obtaining approval for the Rock Mulch Placement Plan.

26.7 Access Road Rock - The contract item Access Road Rock covers the complete installation of rock on access roads, turnarounds and within District right of way as shown on the project drawings and as directed by the Engineer. Grading for the Access Road Rock shall meet the requirements for 1" x No. 4 coarse aggregate as per Section 90-1.02C(4)(b) of the Caltrans Specifications. X values for rock gradation shall be 75 and 15 for 3/4" and 3/8", respectively. Access Road Rock shall additionally meet the spreading and compaction requirements of Sections 26-1.03D and 26-1.03E of the Caltrans Specifications. Furthermore, Access Road Rock depth shall not exceed 3" and shall be subject to approval by the Engineer.

Such exposed rock used on access roads or other areas as shown on the project drawings shall not contain recycled concrete products.

26.8 Measurement - Measurement for payment for the contract item Rock Mulch shall be the number of cubic yards placed as specified. The thickness of the rock mulch shall be as specified on the project plans, measured from the ridge of the ripped furrow or tracked surface to the finish grade of the rock mulch surface.

Measurement for payment for the contract item Access Road Rock shall be the number of cubic yards placed as specified.

26.9 Payment - The contract prices paid for Rock Mulch; and Access Road Rock shall include full compensation for all costs incurred under this section.



## 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 items Stormwater and Non-Stormwater Pollution Control; and Non-Stormwater Discharge or Dewatering. 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. The contract item Non-Stormwater Discharge or Dewatering shall include compliance with Santa Ana Regional Water Quality Board Order No. R8-2015-0004.

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. 2012-00006-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 - Using the methodology in Appendix 1 of the General Permit, the District has calculated the preliminary Risk Level to be 1 based on returning disturbed areas to pre-construction conditions at the end of the day.

Site Map - The Contractor shall revise District provided site map of the project area if Contractor's Qualified SWPPP Developer (QSD) deems necessary. Site Map shall conform to requirements of General Permit Attachment A, Section B.

SWPPP - For the convenience of the Contractor and to expedite the SWPPP preparation and approval, a "90%" SWPPP Template has been prepared by the District. This SWPPP Template has been tailored to the referenced project and can be downloaded from <https://content.rcflood.org/documents/SWPPP-Template-1000250.pdf> or obtained from the District in CD form. Winning bidder will be provided a Word document of the "90%" SWPPP Template to amend. The Contractor shall review and amend this SWPPP Template based on the requirements of the General Permit and per the construction schedule and work plan proposed by the Contractor. The Contractor shall then submit a SWPPP certified by the Contractor's QSD which conforms to Section 29.3 for District review and approval.

The Contractor shall amend and finalize the complete "90%" SWPPP Template referenced above. The Contractor shall, at a minimum, provide and/or prepare the following:

1. Name and contact information for the Contractor's Qualified SWPPP Practitioner (QSP) and QSD
2. Contractor name and contact information
3. Contractor site contact person and emergency contact person information
4. Verification of disturbance area due to construction
5. Construction commencement date
6. Anticipated construction completion date
7. Construction Activity Schedule/Best Management Practices (BMPs) Installation Schedule
8. Name and contact information for personnel responsible for pre-storm, post-storm and storm event BMP inspections – this should be the project's QSP
9. Name of the lab responsible for testing any stormwater samples for non-visible pollutants
10. Verification of project risk level and permit type (Linear Underground/Overhead Project (LUP) or Traditional)

11. List of all subcontractors that will be working on the project
12. Review and finalize water pollution control drawings

The SWPPP shall be certified by the Contractor's QSD and implemented by the Contractor's QSP. The SWPPP shall be developed based on the format outlined in the CASQA SWPPP Template located in the California Stormwater Quality Association (CASQA) Construction BMP Handbook Portal and modified as required to meet the LUP specific requirements set forth in the General Permit Attachment A. 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 Monitoring and Reporting Program (M&RP) as required by Section M, "Monitoring and Reporting Requirements" of Attachment A 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, 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 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 Controls, Waste and Material Management
- 3.4 Post-Construction Stormwater Management Measures

**Section 4 - BMP Inspection and Maintenance:**

- 4.1 BMP Inspection and Maintenance

**Section 5 - Training**

**Section 6 - Responsible Parties and Operators:**

- 6.1 Responsible Parties
- 6.2 Contractor List

**Section 7 - Monitoring and Reporting Program (M&RP):**

- 7.1 Objectives
- 7.2 M&RP Implementation Schedule
- 7.3 LUP Monitoring and Reporting Requirements
- 7.4 Monitoring for Non-Visible Pollutants

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.
- ◆ The Contractor is required to notify and obtain approval from the District ten (10) days prior to any non-stormwater discharge or dewatering associated with Contractor's construction activities.
- ◆ 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, M&RP, 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 M&RP 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 LUP 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 LUP Risk Level 2 construction sites only.** The Contractor's QSD shall be responsible for preparing an M&RP and implementing the monitoring, sampling and analysis requirements as described in Attachment A 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 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 LUP 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 Non-Stormwater Discharge or Dewatering - **Dewatering activity should only be considered after other methods have been determined to be inadequate for storm drain construction by the Engineer.** If groundwater will be encountered during the project activities, the dewatering activity must be covered by the General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant Threat to Water Quality (De Minimis Permit), Santa Ana Regional Water Quality Control Board Order No. R8-2015-0004. The

Contractor shall comply with this Order, and notify and obtain approval from the Engineer fifteen (15) days prior to any non-stormwater discharging of groundwater dewatering. If an emergency or unforeseen dewatering activity that will discharge to Waters of the United States occurs, the Contractor shall contact the Engineer immediately.

When discharging groundwater from dewatering activities to surface waters, the Contractor shall comply with and implement the Monitoring and Reporting Program required under Order No. R8-2015-0004. This Order can be downloaded from [http://www.waterboards.ca.gov/santaana/board\\_decisions/adopted\\_orders/orders/2015\\_orders.shtm](http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2015_orders.shtm). Under the Monitoring and Reporting Program, the Contractor shall prepare the monitoring report in accordance with Attachment E of the Order. The Contractor must submit the Monitoring Reports to the Engineer by the 15<sup>th</sup> day of each month following the monitoring period. The District will submit the Monitoring Reports to the Santa Ana Regional Water Quality Control Board. The Monitoring Reports shall cover the previous month's monitoring activities.

If there is any other form of non-stormwater discharge from the project to surface waters, the Contractor shall immediately contact the Engineer to determine appropriate actions required for coverage under the De Minimus Permit.

**Failure of the Contractor to fully comply with this requirement may result in the suspension of construction operations and liability for any associated monitoring, fines, penalties and remediation activities related to the discharge.**

#### 29.11 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.

29.12 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, General Permit and these Detailed Specifications, and as directed by the Engineer.

The contract lump sum price paid for Non-Stormwater Discharge or Dewatering De Minimus Permit shall include full compensation for compliance of Section 29.10, "Non-Stormwater Discharge or Dewatering De Minimus Permit". **Contractor shall not be paid any portion of the contract lump sum if coverage under the De Minimus Permit is not required.**

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

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 01-2 Stabilize backfill material during handling; and 01-3 Stabilize soil at completion of activity.	<ul style="list-style-type: none"> <li>✓ Mix backfill soil with water prior to moving</li> <li>✓ Dedicate water truck or high capacity hose to backfilling equipment</li> <li>✓ Empty loader bucket slowly so that no dust plumes are generated</li> <li>✓ Minimize drop height from loader bucket</li> </ul>
Clearing and grubbing	02-1 Maintain stability of soil through pre-watering of site prior to clearing and grubbing; and 02-2 Stabilize soil during clearing and grubbing activities; and 02-3 Stabilize soil immediately after clearing and grubbing activities.	<ul style="list-style-type: none"> <li>✓ Maintain live perennial vegetation where possible</li> <li>✓ Apply water in sufficient quantity to prevent generation of dust plumes</li> </ul>
Clearing forms	03-1 Use water spray to clear forms; or 03-2 Use sweeping and water spray to clear forms; or 03-3 Use vacuum system to clear forms.	<ul style="list-style-type: none"> <li>✓ Use of high pressure air to clear forms may cause exceedance of Rule requirements</li> </ul>
Crushing	04-1 Stabilize surface soils prior to operation of support equipment; and 04-2 Stabilize material after crushing.	<ul style="list-style-type: none"> <li>✓ Follow permit conditions for crushing equipment</li> <li>✓ Pre-water material prior to loading into crusher</li> <li>✓ Monitor crusher emissions opacity</li> <li>✓ Apply water to crushed material to prevent dust plumes</li> </ul>

**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
	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
	08-3 Stabilize soils once earth-moving activities are complete.	✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes

**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
	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.	<ul style="list-style-type: none"> <li>✓ Apply gravel/paving to all haul routes as soon as possible to all future roadway areas</li> <li>✓ Barriers can be used to ensure vehicles are only used on established parking areas/haul routes</li> </ul>
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.	<ul style="list-style-type: none"> <li>✓ 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</li> <li>✓ Washing mud and soils from equipment at the conclusion of trenching activities can prevent crusting and drying of soil on equipment</li> </ul>
Truck loading	17-1 Pre-water material prior to loading; and 17-2 Ensure that freeboard exceeds six inches (CVC 23114)	<ul style="list-style-type: none"> <li>✓ Empty loader bucket such that no visible dust plumes are created</li> <li>✓ Ensure that the loader bucket is close to the truck to minimize drop height while loading</li> </ul>
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.	<ul style="list-style-type: none"> <li>✓ Haul waste material immediately off-site</li> </ul>

**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>	(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 (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
<b>Open storage piles</b>	(5a) Apply chemical stabilizers; OR (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 (5c) Install temporary coverings; OR (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.
<b>All Categories</b>	(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.

**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)**

<b>SOURCE CATEGORY</b>	<b>CONSERVATION MANAGEMENT PRACTICES</b>
<b>Manure Handling</b>  <b>(Only applicable to Commercial Poultry Ranches)</b>	(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).



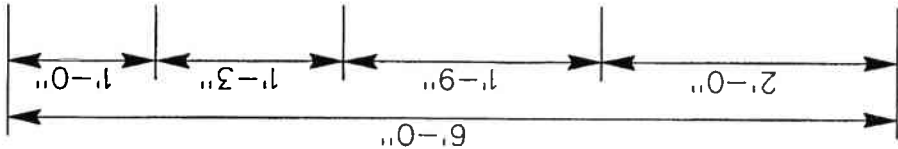


APPENDIX "B"

PROJECT SIGNS



8'-0"



RIVERSIDE COUNTY FLOOD CONTROL <sup>①</sup>  
 AND  
 WATER CONSERVATION DISTRICT

PARAMOUNT ESTATES MDP LINE C <sup>②</sup>

TOTAL CONSTRUCTION COST: \$ \* <sup>③</sup>

FUNDED BY RIVERSIDE COUNTY FLOOD CONTROL <sup>④</sup>  
 AND WATER CONSERVATION DISTRICT

START DATE: \* <sup>④</sup> APPROX. COMPLETION DATE: \*

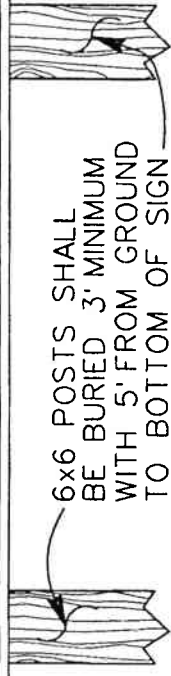
ENGINEER:  
 JASON E. UHLEY <sup>⑤</sup>  
 GENERAL MANAGER-CHIEF ENGINEER  
 RIVERSIDE COUNTY FLOOD CONTROL  
 AND WATER CONSERVATION DISTRICT  
 RIVERSIDE, CALIFORNIA  
 (951) 955-1200

\* <sup>④</sup> CONTRACTOR:

3/4" CDX GRADE  
 PLYWOOD

LETTER SCHEDULE

	<u>SIZE</u>	<u>COLOR</u>
①	2"	BLACK
②	4"	ROYAL
③	3"	ROYAL
④	2"	ROYAL
⑤	2"	BLACK



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



## APPENDIX "C"

### LOG OF SOIL BORINGS GEOTECHNICAL REPORT

NOTICE: The geotechnical report is included herein for informational purposes only. This report was not prepared for purposes of bid development. It was produced to assist the design engineer regarding overall project feasibility and to make recommendations regarding some design parameters. Contractors are encouraged to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer.



## A - FIELD TESTING AND SAMPLING PROCEDURES

### The Modified Split-Barrel Sampler (Ring)

The ring sampler is driven into the ground in accordance with ASTM Test Method D 3550. The sampler, with an external diameter of 3.0 inches, is lined with 1-inch long, thin brass rings with inside diameters of approximately 2.4 inches. The sampler is typically driven into the ground 12 or 18 inches with a 140-pound hammer free falling from a height of 30 inches. Blow counts are recorded for every 6 inches of penetration as indicated on the logs of borings. The samples are removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

### Bulk Samples (Large)

These samples are normally large bags of earth materials over 20 pounds in weight collected from the field by means of hand digging or exploratory cuttings.

### Bulk Samples (Small)

These are plastic bag samples which are normally airtight and contain less than five pounds in weight of earth materials collected from the field by means of hand digging or exploratory cuttings. These samples are primarily used for determining natural moisture content and classification indices.

## B – BORING LOG LEGEND

The following abbreviations and symbols often appear in the classification and description of soil and rock on the logs of borings:

### SOILS

USCS                      Unified Soil Classification System

f-c                        Fine to coarse




f-m                        Fine to medium

### GEOLOGIC

B: Attitudes            Bedding: strike/dip

J: Attitudes            Joint: strike/dip

C: Contact line

-  Dashed line denotes USCS material change
-  Solid Line denotes unit / formational change
-  Thick solid line denotes end of boring

(Additional denotations and symbols are provided on the logs of borings)

**GeoTek, Inc.**  
**LOG OF EXPLORATORY BORING**

CLIENT: JPMB Investments, LLC	DRILLER: 2R Drilling	LOGGED BY: D. Alvarez
PROJECT NAME: Paramount Estates MDP Line C	DRILL METHOD: Hollow-Stem	OPERATOR: Evan/Jaime
PROJECT NO.: 1519-CR	HAMMER: 140#/30"	RIG TYPE: CME 75
LOCATION: Jurupa Valley, CA		DATE: 2/4/2020

Depth (ft)	SAMPLES			USCS Symbol	Boring No.: B-1  MATERIAL DESCRIPTION AND COMMENTS	Laboratory Testing		
	Sample Type	Blow/ft in	Sample Number			Water Content (%)	Dry Density (pcf)	Others
0					<b>Older Alluvial Deposits:</b>			
5		9 13 15		SM	Silty f SAND, brown, moist, medium dense	9.6	124.5	SH
10		10 11 14		SM-ML	Silty f SAND to sandy SILT, brown, slightly moist, medium dense to very stiff	4.1	109.2	SH, EI, MD, SR
15		10 16 20		SM	Silty f SAND, light brown, moist, medium dense  Silty f-m SAND, brown, moist, medium dense	6.6	120.3	
20		12 16 19						SH
25		12 17 32			- Becomes dense at 25.0 feet			
30		13 23 38		SP	F-m SAND with a trace of silt and f gravel, brown, slightly moist, dense			
<b>BORING TERMINATED AT 31.5 FEET</b>								
Boring backfilled with excavated soils. No groundwater encountered.								

<b>LEGEND</b>	<b>Sample type:</b>	Ring	SPT	Small Bulk	Large Bulk	No Recovery	Water Table	
	<b>Lab testing:</b>	AL = Atterberg Limits	SR = Sulfate/Resistivity Test	EI = Expansion Index	SH = Shear Test	SA = Sieve Analysis	HC = Consolidation	RV = R-Value Test



**GeoTek, Inc.**  
**LOG OF EXPLORATORY BORING**

<b>CLIENT:</b>	JPMB Investments, LLC	<b>DRILLER:</b>	2R Drilling	<b>LOGGED BY:</b>	D. Alvarez
<b>PROJECT NAME:</b>	Paramount Estates MDP Line C	<b>DRILL METHOD:</b>	Hollow-Stem	<b>OPERATOR:</b>	Evan/Jaime
<b>PROJECT NO.:</b>	1519-CR	<b>HAMMER:</b>	140H/30"	<b>RIG TYPE:</b>	CME 75
<b>LOCATION:</b>	Jurupa Valley, CA			<b>DATE:</b>	2/4/2020

Depth (ft)	SAMPLES			USCS Symbol	Boring No.: B-2	Laboratory Testing		
	Sample Type	Blows/6 in	Sample Number			Water Content (%)	Dry Density (pcf)	Others
<b>MATERIAL DESCRIPTION AND COMMENTS</b>								
0					<b>Older Alluvial Deposits:</b>			
				SM	Silty f SAND, red-brown, moist, medium dense			
5		7 9 10				8.9	120.2	SH, EI, MD
10		6 8 11		SM-ML	Silty f SAND to sandy SILT, red brown, moist, medium dense to stiff	9.4	115.0	SH
15		10 10 12				9.5	123.8	
20		13 20 25		SM	Silty f SAND, red brown, moist, medium dense	10.6	127.6	
25		7 15 22			Silty f-m SAND, red brown, moist, medium dense	10.8	127.2	
				SP	M-c SAND, yellow-tan, slightly moist, medium dense			
30		50/5		C	SAND, red brown, moist, very dense	8.8	120.1	
<b>BORING TERMINATED AT 30.5 FEET</b>								
Boring backfilled with excavated soils. No groundwater encountered.								

<b>LEGEND</b>	<b>Sample type:</b>	Ring	SPT	Small Bulk	Large Bulk	No Recovery	Water Table	
	<b>Lab testing:</b>	AL = Atterberg Limits	SR = Sulfate/Resistivity Test	EI = Expansion Index	SH = Shear Test	SA = Sieve Analysis	RV = R-Value Test	HC = Consolidation

**GeoTek, Inc.**  
**LOG OF EXPLORATORY BORING**

CLIENT: JPMB Investments, LLC	DRILLER: 2R Drilling	LOGGED BY: D. Alvarez
PROJECT NAME: Paramount Estates MDP Line C	DRILL METHOD: Hollow-Stem	OPERATOR: Evan/Jaime
PROJECT NO.: 1519-CR	HAMMER: 140#/30"	RIG TYPE: CME 75
LOCATION: Jurupa Valley, CA		DATE: 2/4/2020

Depth (ft)	SAMPLES			USCS Symbol	Boring No.: B-3  MATERIAL DESCRIPTION AND COMMENTS	Laboratory Testing		
	Sample Type	Blows 6 in	Sample Number			Water Content (%)	Dry Density (pcf)	Others
0					<b>Older Alluvial Deposits:</b>			
				SM	Silty f SAND, red brown, moist, loose			
5		3 4 5				8.7	115.6	
10		5 7 10			- Becomes medium dense at 10.0 feet	11.7	113.0	
15		10 17 28				11.7	126.5	
20		12 16 22			- Trace of fine gravel encountered at 20.0 feet	12.2	126.1	
					<b>BORING TERMINATED AT 21.5 FEET</b>			
					Boring backfilled with excavated soils. No groundwater encountered.			
25								
30								

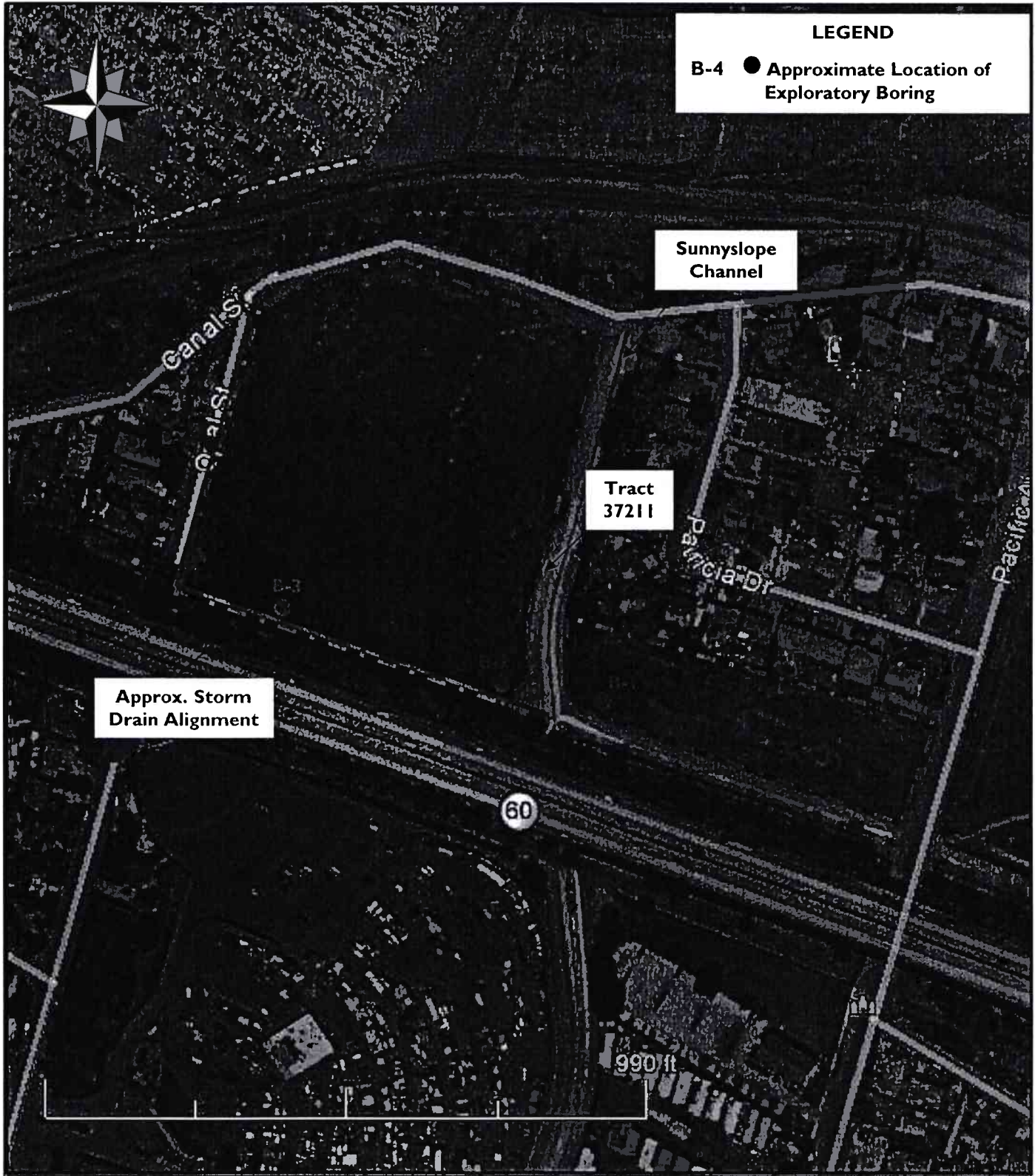
<b>LEGEND</b>	<b>Sample type:</b>	--Ring	--SPT	--Small Bulk	--Large Bulk	--No Recovery	--Water Table	
	<b>Lab testing:</b>	AL = Atterberg Limits	SR = Sulfate/Resistivity Test	EI = Expansion Index	SH = Shear Test	SA = Sieve Analysis	HC = Consolidation	RV = R-Value Test

**GeoTek, Inc.**  
**LOG OF EXPLORATORY BORING**

<b>CLIENT:</b> JPMB Investments, LLC	<b>DRILLER:</b> 2R Drilling	<b>LOGGED BY:</b> D. Alvarez
<b>PROJECT NAME:</b> Paramount Estates MDP Line C	<b>DRILL METHOD:</b> Hollow-Stem	<b>OPERATOR:</b> Evan/Jaime
<b>PROJECT NO.:</b> 1519-CR	<b>HAMMER:</b> 140#/30"	<b>RIG TYPE:</b> CME 75
<b>LOCATION:</b> Jurupa Valley, CA		<b>DATE:</b> 2/4/2020

Depth (ft)	SAMPLES			USCS Symbol	Boring No.: B-4	Laboratory Testing		
	Sample Type	Blows/ 6 in	Sample Number			Water Content (%)	Dry Density (pcf)	Others
0					5.0" Asphaltic Concrete			
				SM	<u>Undocumented Fills:</u> Silty f SAND, brown, slightly moist, loose			RV, SR
				SM	<u>Older Alluvial Deposits:</u> Silty f SAND, brown, slightly moist, loose			
5		3 4 5				4.5	117.5	SH
10		5 7 10		SM-ML	Silty f SAND to sandy SILT, light brown, slightly moist to moist, medium dense to stiff	6.2	112.6	
15		10 17 28		SM	Silty f SAND, light brown, slightly moist to moist, medium dense	6.7	118.4	
20		12 16 22				9.9	126.6	
25		11 14 23			F SAND with some silt, brown, moist, medium dense	8.6	123.4	
					<b>BORING TERMINATED AT 26.5 FEET</b>			
					Boring backfilled with excavated soils. No groundwater encountered.			
30								

<b>LEGEND</b>	<b>Sample type:</b>	---Ring	---SPT	---Small Bulk	---Large Bulk	---No Recovery	---Water Table	
	<b>Lab testing:</b>	AL = Atterberg Limits	SR = Sulfate/Resistivity Test	El = Expansion Index	SH = Shear Test	SA = Sieve Analysis	HC = Consolidation	RV = R-Value Test



**JPMB Investments, LLC**  
 Paramount Estates MDP Line C  
 Project No. I-0-00266  
 Jurupa Valley, Riverside County, California

GeoTek Project No. 1519-CR

Scale: As Shown Above

**Figure 2**  
 Exploration Location Map



APPENDIX "D"

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
(CDFW)

OP LAW AND  
STREAMBED NOTIFICATION APPLICATION





FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
	\$	\$		
Assigned to:				

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the **instructions** and submit ALL required enclosures, attachments, and fee(s) to the **CDFW regional office** that serves the area where the project will occur. Attach additional pages to notification, if necessary.

### 1. APPLICANT PROPOSING PROJECT

Name	Paul Onufer
Business/Agency	Sequanota Partners, LP
Mailing Address	556 S. Fair Oaks Avenue, #337
City, State, Zip	Pasadena, CA, 91105
Phone Number	(626) 263-4205
Email	ponufer@avpre.net

### 2. CONTACT PERSON *(Complete only if different from applicant.)*

Name	Scott Taylor
Business/Agency	ECORP Consulting, Inc.
Mailing Address	215 North Fifth Street
City, State, Zip	Redlands, CA 92374
Phone Number	(909) 307-0046
Email	staylor@ecorpconsulting.com

While an applicant is legally responsible for complying with Fish and Game Code section 1602 et seq., an applicant may designate and authorize an agent (e.g., lawyer, consultant, or other individual) to act as a Designated Representative. The Designated Representative is authorized to sign the notification and any agreement on behalf of the Applicant.

**Do you authorize the Contact Person above to represent you as your Authorized Designated Representative?**

Yes, I authorize.                       No, I do not authorize.

### 3. PROPERTY OWNER *(Complete only if different from applicant)*

Name	Riverside County Flood Control and Water Conservation District
Mailing Address	1995 Market Street
City, State, Zip	Riverside, CA, 92501
Phone Number	(951) 955-4683
Email	



**4. PROJECT NAME AND AGREEMENT TERM**

A. Project Name		Tentative Tract Map No. 37211		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		Beginning (year)	2020	Ending (year)
				2021
D. Seasonal Work Period				
Season(s)*	Start Date (month/day)	End Date (month/day)	E. Number of Work Days	
1				
2				
3				
4				
5				

\* Continue on additional page(s) if necessary

**5. AGREEMENT TYPE**

Check the applicable box. If boxes B – F are checked, complete the specified attachment.

A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)	
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A)	Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B)	THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C)	SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)	
F.	<input type="checkbox"/> Cannabis Cultivation (Attachment E)	
G.	<input type="checkbox"/> CDFW Grant Programs	Agreement Number: _____
H.	<input type="checkbox"/> Master	
I.	<input type="checkbox"/> Master Timber Operations	





**6. FEES**

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. **Note: CDFW may not process this notification until the correct fee has been received.**

A. Project Name		B. Project Cost	C. Project Fee
1	Tentative Tract Map No. 37211, Change of Zone No. 17003 (MA 17009)	\$1,500,000	\$5,430.50
2	(RCFCWCD MDP Line C and Sunnyslope Channel		
3	Improvements)		
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		<b>E. TOTAL FEE*</b>	\$5,430.50

\* Check, money order, and Visa or MasterCard (select Environmental Fees from Menu) payments are accepted.

**7. PRIOR NOTIFICATION AND ORDERS**

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, CDFW for the project described in this notification?

Yes (Provide the information below)       No

Applicant	Notification Number	Date

B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by CDFW?

Yes       No (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify CDFW verbally rather than in writing, identify the person who directed the applicant to submit this notification, the agency he or she represents, and describe the circumstances relating to the order.)

Name of person who directed notification	Agency

Describe circumstances relating to order

Continued on additional page(s)



**8. PROJECT LOCATION**

<b>A. Address or description of project location.</b> <i>(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway.)</i>				
<p>The City of Jurupa Valley covers approximately 43.5 square miles within the County of Riverside. The City is bordered by the City of Fontana and County of San Bernardino to the north, City of Norco to the south, City of Eastvale to the west, and City of Riverside and County of San Bernardino to the east. Specifically, the Project is located on the southeast corner of Canal and Opal Streets, north of the State Route 60 freeway and east of Pacific Avenue. Specifically from the intersection of Canal and Opal Street, south on Opal to TTM southern boundary line, then east to the Sunnyslope Channel and within the Sunnyslope Channel</p>				
<input checked="" type="checkbox"/> <i>Continued on additional page(s)</i>				
<b>B. River, stream, or lake affected by the project.</b>		Sunnyslope Channel		
<b>C. What water body is the river, stream, or lake tributary to?</b>		Santa Ana River, Prado Basin		
<b>D. Is the river or stream segment affected by the project listed in the state or federal <u>Wild and Scenic Rivers Acts</u>?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
<b>E. County</b>		Riverside		
<b>F. USGS 7.5 Minute Quad Map Name</b>		<b>G. Township</b>	<b>H. Range</b>	<b>I. Section</b>
Unincorporated area of the County of Riverside		2S	5W	8
<input type="checkbox"/> <i>Continued on additional page(s)</i>				
<b>K. Meridian (check one)</b>		<input type="checkbox"/> Humboldt <input type="checkbox"/> Mt. Diablo <input checked="" type="checkbox"/> San Bernardino		
<b>L. Assessor's Parcel Number(s)</b>				
177-130-007		177-142-018		
<input type="checkbox"/> <i>Continued on additional page(s)</i>				
<b>M. Geographic coordinates (Provide the latitude and longitude coordinates for the property where the project(s) will take place. CDFW utilizes decimal degrees and WGS 84 datum. Access <a href="#">Google Maps Help</a> if you need assistance in finding your coordinates.)</b>				
<b>Latitude/Longitude</b>	Latitude: 34°00'33.0"N		Longitude: 117°25'19.0"W	
	Latitude:		Longitude:	
	Latitude:		Longitude:	
	Latitude:		Longitude:	
	Latitude:		Longitude:	



<b>TTM 37211</b>	<b>Project Location Map/Aerial Photo</b>	<b>Exhibit 1</b>
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**9. PROJECT CATEGORY**

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**10. PROJECT DESCRIPTION**

- A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.
- Written description of all project activities with detailed step-by-step description of project implementation.
  - Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
  - Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
  - If water will be diverted or drafted, specify the purpose or use and include Attachment C.
  - Enclose diagrams, drawings, design plans, construction specifications, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.
    - A helpful resource to assist in the development of quality PDF maps in Google Earth. See Using Google Earth to Map your Property (PDF).

See attached documentation

Continued on additional page(s)

**B. Specify the equipment and machinery that will be used to complete the project.**

Standard construction equipment will be used

Continued on additional page(s)

**C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).**

Yes  No (*Skip to box 11*)

**D. Will the project require work in the wetted portion of the channel?**

Yes (*Enclose a plan to divert water around work site*)  
 No

The Project proposes the following street improvements:

- Canal Street along the Project boundary will have 2 travel lanes, curb, gutter, sidewalk, and parkway landscaping within a 52-foot right-of-way.
- Pacific Avenue between Canal Street and SR-60 will have two through lanes plus median turn lane (3 lanes total), curb, gutter, sidewalk, and parkway landscaping within a 100-foot right-of-way.
- Opal Street will be improved adjacent to the Project site with 18-feet of pavement, curb, gutter, and sidewalk within a half-width right-of way of 30-feet.
- The intersection of Pacific Avenue (NS) and proposed "C" Street (EW) will be modified to provide curb returns in ultimate location to provide northbound left turn lane and the following geometries:
  - o Northbound: One left turn lane, one through lane.
  - o Southbound: One shared through/right lane.
  - o Eastbound: One shared left/right turn lane.
- The intersection of proposed "B" Street (NS) and Canal Street (EW) will be modified to provide a stop sign controlled intersection on proposed "B" Street and the following:
  - o Northbound: One shared left/right turn lane.
  - o Eastbound: One shared through/right lane.
  - o Westbound: One shared left/through lane.
- Internal streets are proposed within 48-foot and 56-foot right-of-ways and will include curb, gutter, sidewalk, and parkway landscaping.

#### Drainage Infrastructure

Onsite runoff will be conveyed in the street and collected at catch basins provided at critical points to avoid gutter flow depths exceeding top of curb for 10-year flows or right-of-way for 100-year flows. Offsite flows from the northwest end of the project will be intercepted and conveyed with a proposed Riverside County Flood Control & Water Conservation District Master Drainage Plan. storm drain pipe to the existing Sunnyslope Channel. Existing runoff on the westerly side of Opal Street will continue to be conveyed by the street towards an existing drainage swale that runs adjacent to Project site and the State Route 60 Freeway. From there the runoff will be collected by the existing drainage inlet and outlets to the Sunnyslope Channel. Treatment of first flush waters from the development will be accomplished by routing them through the proposed on-site water quality basins.

#### Sewer and Water Infrastructure

New water and sewer lines will connect to the existing facilities in Canal Street, Opal, Street and Pacific Avenue.

#### **Extension of Infrastructure**

Proposed "C" Street will be constructed across the Sunnyslope Channel. Improvements include constructing a box culvert that would entail removing a section of the flood control side walls and

installing cast in place walls and top. Along with the box culvert, some remedial grading will be done to regrade portions of the access roads that exist on each side of the channel. Concurrent with the storm drain construction, sewer and water facilities will be installed under the box culvert. The reinforced concrete box culvert and associated transition walls are within the existing Sunnyslope channel. Construction of the box culvert and associated transitions walls will include the removal of approximately 7,000 square feet of the existing channel. This will also include the removal and replacement of approximately 250 feet of the existing Sunnyslope channel bottom. Additionally, the Sunnyslope Channel concrete junction structure would be reconstructed as an underground concrete junction structure. Sequanota, RCFCD and the City will also construct a 36" storm drain line (with accompanying inlet structures) at total of 1150 linear feet from the intersection of Canal Street and Opal Street, south approximately 500 feet within the Opal Street ROW, then east in the Street "C" ROW approximately 650 feet to connect to the reinforced concrete box culvert.



**11. PROJECT IMPACTS**

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

The impacts will entail permanent alteration of 0.14 acre of the Sunnyslope Channel, by replacing a concrete and trapezoidal channel with a box culvert. The channel contains no associated riparian habitat areas, or other types of vegetation. It is a concrete-lined storm channel

Continued on additional page(s)

B. Will the project affect any vegetation?

Yes (Complete the tables below)  No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
<b>Not Applicable</b>	Linear feet: _____	Linear feet: _____
	Total area: _____	Total area: _____
	Linear feet: _____	Linear feet: _____
	Total area: _____	Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Not applicable		

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below)  No  Unknown

Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Project biological report

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study)  No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



The Upper Santa Ana Valley Groundwater Basin is adjudicated, as set forth in Judgment No. 78426 (also referred to herein as the Basin Judgment). According to Section IX(b) of the Basin Judgment, entered April 17, 1969, "over any five-year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western [Western Municipal Water District] shall provide replenishment in the following year equal to the excess extractions over such 20 percent peaking allowance."

In August 2015, DWR released a draft list of 21 groundwater basins and subbasins significantly overdrafted by "excessive" pumping in response to a series of executive orders issued by Governor Brown since January 2014. The Riverside-Arlington Subbasin was not included in this list. DWR published the final list in January 2016, with no changes to the designation of the Riverside- Arlington Subbasin.

The District does not have an immediate concern with water supply reliability. Because the District's water supply is groundwater, which has historically not been impacted by seasonal or year-to-year climatic change, the District is not subject to short-term water shortages resulting from temporary dry weather conditions. In the foreseeable future, the District will continue to be reliant on local groundwater supplies. The District will develop additional groundwater extraction and groundwater treatment facilities as needed to ensure a continuous and adequate water supply for its service area.

The District issued a "Will Serve" letter dated March 13, 2018. The Will Serve letter does not guarantee that the District will provide water to serve the Project, but rather is an indicator that the District has the potential to provide water provided that fees are paid and water improvements are constructed per the District's standards.

Based on the analysis above, impacts are less than significant.

Additionally, three species were determined to have a low potential to occur, including western spadefoot toad (*Spea hammondi*), loggerhead shrike (*Lanius ludovicianus*), and American Badger (*Taxidea taxus*).

Suitable burrowing owl habitat was identified throughout the entire site; however, only Parcel 1 contained suitable burrows. No suitable burrows were identified on Parcel 2, the area between the two parcels where the proposed reinforced concrete box will be built, or the storm drain alignment. A total of 21 burrows that were of appropriate size and shape for burrowing owl use were identified during the focused burrow survey/first burrowing owl survey but burrowing owls and burrowing owl sign were neither observed nor detected. California ground squirrels, a species that burrowing owls can depend on for burrow construction, were associated with the burrows on site.

Burrowing owls and their sign were not observed or detected during any of the focused surveys. However, because burrowing owl habitat exists on the site, the following mitigation measure is required: Pre-Construction Burrowing Owl Survey.



**F. Has one or more technical studies (e.g., engineering, hydrologic, geological, or geomorphological) been completed for the project or project site?**

Yes (Enclose the study(ies))  No

*Note: One or more technical studies may be required to evaluate potential project impacts to a lake or streambed.*

**G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?**

Yes (Enclose the mapped results)  No

*Note: Check “yes” if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. “Wildlife” means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends.” (Fish & G. Code, § 89.5.) If “yes” is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for CDFW to deem your notification complete. If “no” is checked, or the resolution of the mapping or delineation is insufficient, CDFW may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for CDFW to deem the notification complete.*

**12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES**

**A. Describe the techniques that will be used to prevent sediment, hazardous, or other deleterious materials from entering watercourses during and after construction.**

Offsite flows from the northwest end of the project will be intercepted and conveyed with a proposed Riverside County Flood Control & Water Conservation District Master Drainage Plan storm drain pipe to the existing Sunnyslope Channel. Existing runoff on the westerly side of Opal Street will continue to be conveyed by the street towards a catch basin at Opal Street. From there the runoff will be conveyed to the Sunnyslope Channel through the installation of MDP Line C. Onsite runoff will be conveyed in the street and collected at catch basins provided at critical points to avoid gutter flow depths exceeding top of curb for 10-year flows or right-of-way for 100-year flows.

Continued on additional page(s)

**B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.**

Pursuant to MSHCP guidelines a preconstruction survey for burrowing owl is required within 30 days prior to ground disturbance.

Continued on additional page(s)

**C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.**

MM-BIO-1: Pre-Construction Burrowing Owl Survey. Within 30 calendar days prior to grading, a qualified biologist shall conduct a survey of the Project’s proposed impact footprint and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Jurupa Valley Planning Department prior to the issuance of a grading permit

Continued on additional page(s)

- a. In the event that the pre-construction survey identifies no burrowing owls in the impact area, a grading permit may be issued without restriction.
- b. In the event that the pre-construction survey identifies the presence of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall follow the methods recommended by the California Department of Fish and Wildlife (CDFW, 2012) and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP, 2006) for passive or active relocation of burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow California Department of Fish and Wildlife relocation protocol. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow California Department of Fish and Wildlife relocation protocol. The biologist shall provide evidence in writing to the Planning Department that the species has fledged or been relocated prior to the issuance of a grading permit.

With implementation of Mitigation Measure BIO-1, the Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. [It should be noted that the site does contain trees with the potential for providing habitat for nesting birds. Nesting birds are discussed under Issue 3.4(d) below].

**BIO-3. CDFW Jurisdiction.** If state jurisdictional authority is exercised under Mitigation Measure BIO- 2, the following shall be implemented: Prior to the issuance of a grading permit, the Project applicant shall obtain a Streambed Alteration Agreement under Section 1602 of the California Fish and Game Code from the California Department of Fish and Wildlife (CDFW). The following shall be incorporated into the permitting, subject to approval by the regulatory agencies: (a) Replacement and/or restoration of jurisdictional "waters of the State" within the Santa Ana River watershed at a ratio of not less than 1:1 onsite or not less than 2:1 for permanent impacts; (b) The applicant shall restore any onsite or offsite temporary impact areas to pre-project conditions and revegetate where applicable; and (c) Off-site mitigation may occur on land acquired for the purpose of in-perpetuity preservation, or through the purchase of mitigation credits at an agency approved off-site mitigation bank or within an agency-accepted off-site permittee responsible mitigation area such as the Santa Ana Watershed Project Area (SAWPA), Prado Basin, or an appropriate nearby downstream established mitigation bank area. The above described ratios may be increase by the CDFW as part of the permit process.

**BIO-4. Federal Jurisdiction.** If federal jurisdictional authority is exercised under Mitigation Measure BIO-2, the following shall be implemented: Prior to issuance of a grading permit, the developer shall obtain a Clean Water Act Section 404 Nation-Wide Permit from the U.S. Army Corps of Engineers (USACOE) and compensate for the loss of more than 0.1 acre of wetlands and 1,278 lineal feet of streambed channel, and a Clean Water Act Section 401 Certification from the Santa Ana Regional Water Quality Control Board (RWQCB). These permits will address impacts to identified jurisdictional resources on the Project

site and appropriate offsite mitigation such as such as the Santa Ana Watershed Project Area (SAWPA), Prado Basin, or an appropriate nearby downstream established mitigation bank area. The developer shall implement this measure to the satisfaction of the City Planning Department. The above described ratios may be increase by the USACOE or the RWQCB as part of the permit process.

With implementation of Mitigations BIO-2 through BIO-4, impacts would be less than significant.

**Mitigation Measure BIO-5- Nesting Bird Survey.** As a condition of approval for all grading permits, vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (February 1 through October 1), unless a migratory bird nesting survey is completed in accordance with the following requirements:

- a. A migratory nesting bird survey of the Project's impact footprint shall be conducted by a qualified biologist within three business (3) days prior to initiating vegetation clearing or ground disturbance.
- b. A copy of the migratory nesting bird survey results report shall be provided to the City of Jurupa Planning Department. If the survey identifies the presence of active nests, then the qualified biologist shall provide the Planning Department with a copy of maps showing the location of all nests and an appropriate buffer zone around each nest sufficient to protect the nest from direct and indirect impact. The size and location of all buffer zones, if required, shall be subject to review and approval by the Planning Department and shall be no less than a 300-foot radius around the nest for non-raptors and a 500-foot radius around the nest for raptors. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist and Planning Department verify that the nests are no longer occupied and the juvenile birds can survive independently from the nests.

With implementation of Mitigation Measure BIO-5, impacts would be less than significant.

**Mitigation Measure BIO-6-Tree Preservation and Replacement.** Prior to the issuance of a grading permit, the measure listed below (or equivalent language) shall appear on all Project grading plans, construction specifications and bid documents, and the City shall ensure such language is incorporated prior to issuance of any permits:

"Prior to the removal of any trees, the issuance of a grading permit, or approval of a Site Development Permit, whichever comes first, a Tree Removal and Planting and Monitoring Plan shall be submitted to the Planning Department that demonstrates that the following will be implemented:

1. The trees along Opal Street and Canal Street. identified in the Tree Survey prepared by BrightView Design Group, April 24, (Appendix D of the Initial Study Checklist for MA 17009) shall be replaced at a 3:1 ratio with an approved species as determined by the City's Planning Department. Tree selection must be at least 15-gallon purchased from quality nursery stock. This number of trees is above the number identified in the Project's Landscape Plan"

With implementation of Mitigation Measure BIO-5, impacts would be less than significant.



**13. PERMITS**

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. Section 401 Water Quality Certification	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
B. Section 404 Nationwide Permit Authorization	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
C. _____	<input type="checkbox"/> Applied	<input type="checkbox"/> Issued
D. Unknown whether <input type="checkbox"/> local, <input type="checkbox"/> State, or <input type="checkbox"/> federal permit is needed for the project. (Check each box that applies)		
<input type="checkbox"/> Continued on additional page(s)		

**14. ENVIRONMENTAL REVIEW**

A. Has a <u>CEQA</u> lead agency been determined?		<input checked="" type="checkbox"/> Yes (Complete boxes B, C, D, E, and F)		<input type="checkbox"/> No (Skip to box 14.G)	
B. CEQA Lead Agency		City of Jurupa Valley			
C. Contact Person		Rocio Lopez	D. Phone Number		(951) 332-6464
E. Has a draft or final document been prepared for the project pursuant to CEQA and/or NEPA?					
<input checked="" type="checkbox"/> Yes (Check the box below for each CEQA or NEPA document that has been prepared and enclose a copy of each.)					
<input type="checkbox"/> No (Check the box below for each CEQA or NEPA document listed below that will be or is being prepared.)					
<input type="checkbox"/> Notice of Exemption		<input checked="" type="checkbox"/> Mitigated Negative Declaration		<input type="checkbox"/> NEPA document (type):	
<input checked="" type="checkbox"/> Initial Study		<input type="checkbox"/> Environmental Impact Report		_____	
<input type="checkbox"/> Negative Declaration		<input checked="" type="checkbox"/> Notice of Determination (Enclose)		_____	
<input type="checkbox"/> THP/ NTMP		<input type="checkbox"/> Mitigation, Monitoring, & Reporting Plan		_____	
F. State Clearinghouse Number (if applicable)		2018071006			
G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14 § 15378).					
<input type="checkbox"/> Continued on additional page(s)					



**H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 7111.4?**

- Yes (Enclose proof of payment)       No (Briefly explain below the reason a CEQA filing fee has not been paid)

*Note: The CEQA filing fee is in addition to the notification fee. If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.*

**15. SITE INSPECTION**

Check one box only.

- In the event CDFW determines that a site inspection is necessary, I hereby authorize a CDFW representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant CDFW such entry.
- I request CDFW to first contact (insert name) \_\_\_\_\_ at (insert phone number or email address) \_\_\_\_\_ to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay CDFW's determination as to whether a Lake or Streambed Alteration Agreement is required and/or CDFW's issuance of a draft agreement pursuant to this notification.

**16. DIGITAL FORMAT**

**Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?**

- Yes (Please enclose the information via digital media with the completed notification form.)  
 No

**17. SIGNATURE**

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as or on behalf of the applicant. I understand that if any information in this notification is found to be untrue or incorrect, CDFW may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless CDFW has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Sequanota Partners, LP  
 By: JPMB Investments, LLC  
 Its: General Partner



By: Paul Onufer, Managing Member

zed Representative

Date

2/12/2020

Print Name



APPENDIX "E"

SANTA ANA REGIONAL WATER  
QUALITY CONTROL BOARD  
(SARWQCB)

401 WATER QUALITY CERTIFICATION





GAVIN NEWSOM  
GOVERNOR



JARED BLUMENFELD  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Santa Ana Regional Water Quality Control Board

September 29, 2020

Mr. Paul Onufer  
Sequanota Partners, LP  
556 S. Fair Oaks Avenue, #337  
Pasadena, CA 91105

Email: [ponufer@avpre.net](mailto:ponufer@avpre.net)

### **CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR THE RCFCWCD MDP LINE C & SUNNSLOPE CHANNEL IMPROVEMENTS AND TENTATIVE TRACT MAP 37211 (SARWQCB WDID # 332020-03)**

Dear Mr. Paul Onufer

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Santa Ana Regional Water Quality Control Board Executive Officer, Hope A. Smythe. This Order is issued to you for RCFCWCD MDP Line C & Sunnyslope Channel Improvements and Tentative Tract Map 37211 (Project). Attachments A through C of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by Mr. Paul Onufer for the proposed Project discharge to waters of the State to ensure that the water quality standards for all waters of the State impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

If you require further assistance, please contact me by phone at (951) 782-4468 or by email at [SueAnn.Neal@waterboards.ca.gov](mailto:SueAnn.Neal@waterboards.ca.gov). You may also contact David Woelfel, Chief of Regional Planning Programs Section, by phone at (951) 782-7960 or by email at [David.Woelfel@waterboards.ca.gov](mailto:David.Woelfel@waterboards.ca.gov).

Sincerely,

 Digitally signed by SueAnn Neal  
Date: 2020.09.29 06:14:52 -07'00'

SueAnn Neal  
Environmental Scientist  
Regional Planning Programs Section  
Santa Ana Regional Water Quality Control Board

Enclosures (1): Order for RCFCWCD MDP Line C & Sunnyslope Channel Improvements and Tentative Tract Map 37211

WILLIAM RUH, CHAIR | HOPE SMYTHE, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | [www.waterboards.ca.gov/santaana](http://www.waterboards.ca.gov/santaana)

Mr. Paul Onufer  
RCFCWCD MDP Line  
SARWQCB WDID #

- 2 -

September 29, 2020

cc: [Via email only] (w/ enclosure):

U.S Army Corps of Engineers, Regulatory Division, Los Angeles District – James Mace  
[James.E.Mace@usace.army.mil](mailto:James.E.Mace@usace.army.mil)

U.S. Environmental Protection Agency, Region 9 – Wetlands Section –  
Melissa Scianni -- [Scianni.Melissa@epa.gov](mailto:Scianni.Melissa@epa.gov)

State Water Resource Control Board, Office of Chief Counsel -- Teresita Sablan –  
[Teresita.Sablan@waterboards.ca.gov](mailto:Teresita.Sablan@waterboards.ca.gov)

State Water Resources Control Board, Division of Water Quality -- Water Quality  
Certification Unit – [Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov)

Santa Ana Regional Water Quality Control Board – David Woelfel –  
[David.Woelfel@waterboards.ca.gov](mailto:David.Woelfel@waterboards.ca.gov)



Santa Ana Regional Water Quality Control Board

007A

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: September 29, 2020

Program Type: Fill/Excavation

Project Type: Residential

Reg. Meas. ID:	437071
Place ID:	865341
SARWQCB WDID:	332020-03
USACE #:	Not Available

Project: RCFCWCD MDP Line C & Sunnyslope Channel Improvements and Tentative Tract Map 37211(Project)

Federal Permit: United States Army Corps of Engineers (USACE) Nationwide Permit (NWP) 41 Reshaping Existing Drainage Ditches Projects, Minor Discharges

Applicant: Sequanota Partners, LP
Applicant Contact: Mr. Paul Onufer
Sequanota Partners, LP
556 S. Fair Oaks Avenue, #337
Pasadena, CA 91105
Phone: (626) 283-4205
Email: ponufer@avpre.net

Applicant's Agent: Mr. Scott Taylor, Senior Biologist
Encorp Consulting
215 N. First Street
Redlands, CA 92374
Phone: (909) 307-00046
Email: staylor@ecorpconsulting.com

Water Board Staff: SueAnn Neal
Environmental Scientist
3737 Main Street, Suite 500
Riverside, CA 92501
Phone: (951)782-4468
Email: SueAnn.Neal@waterboards.ca.gov

Water Board Contact Person:

If you have any questions, please call Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) staff listed above or (951) 782-4130 and ask to speak with the Regional Planning Programs Section Chief.

WILLIAM RUH, CHAIR | HOPE SMYTHE, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | www.waterboards.ca.gov/santaana

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- Attachment B** Report and Notification Requirements
- Attachment C** Signatory Requirements

**I. Order**

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Mr. Paul Onufer (herein after Permittee) for the Project. This Order is for the purpose described in the application submitted by the Permittee. The application was received on February 24, 2020. The application was deemed complete on August 3, 2020. Prior to receiving a complete application, Santa Ana Water Board staff issued a notice of incomplete application and the Permittee responded to the request for application information as summarized on Table 1:

<b>Table 1: Record of Notice(s) of Incomplete Application</b>	
Date of Notice of Incomplete Application	Date Requested Information Received
4/2/2020	7/2/2020

**Public Notice**

The Santa Ana Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from February 28, 2020 to the effective date of the Order. The Santa Ana Water Board did not receive any comments during the comment period.

**II. Project Purpose**

The Project purpose is to reinforce 250 feet of Sunnyslope Channel and construct a culvert to accommodate a proposed adjacent residential complex.

**III. Project Description**

The Permittee proposes to subdivide a 10.4-acre project site into 48 single family lots, consistent with the City of Jurupa Valley General Plan. The development would also include interior roads including a road, currently called Street C, which would extend from Pacific Avenue along the southern border of Parcel 2 across the Riverside County Flood Control and Water Conservation District's Sunnyslope Channel, and along the southern border of Parcel 1 until it connects to Opal Street. To facilitate vehicle traffic along Street C, between the two parcels, and across the existing Sunnyslope Channel a reinforced concrete box culvert with associated transitions walls would be constructed. The reinforced concrete box culvert and associated transitions walls would be within the existing Sunnyslope Channel. Constructions of the box culvert and associated transition walls would include the removal of approximately 7,000 square feet of the existing channel walls. This would also include the removal and replacement of approximately 250 linear feet of the existing Sunnyslope Channel bottom. Additionally, the Sunnyslope Channel concrete junction structure would be reconstructed as an underground concrete junction structure. A 36" storm drain line (with accompanying inlet structures) would be constructed from the intersection of Canal Street and Opal Street to the south approximately 500 feet within the Opal Street right of way and then east along Street C approximately 650 feet to connect to the reinforced concrete box culvert. Offsite runoff from the northwest end of the project would be intercepted and conveyed with a proposed Riverside County Flood Control and Water Conservation District *Master Drainage Plan* (MDP) storm drainpipe connecting to the existing Sunnyslope Channel. Two stormwater detention basins would be installed onsite.

#### IV. Project Location

The Project is located in the City of Jurupa Valley (longitude: 33°00'33.0"N/ Latitude: 117°25'19.0"W) , approximately 3.9 miles west of the Interstate 215, and approximately 7.4 miles east of the Interstate 15, Riverside County, California. The Project site is made up of two parcels, including Assessor's Parcel Number (APN) 177-130-077 (Parcel 1) and 177-130-007 (Parcel 2), located on the United States Geological Survey (USGS) Fontana 7.5 minute topographic quadrangle, in an unincorporated area of the County of Riverside. Parcel 1 is bounded by State Route 60 to the south, the RCFCWCD Sunnyslope Channel and residential housing to the east, Opal Street and additional residential housing to the west, and Canal Street to the north. Parcel 2 is bounded by Sunnyslope Channel and State Route 60 to the south, Pacific Avenue to the east, residential housing to the north and Parcel 1 to the west. A map showing the Project location is found in Attachment A of this Order.

#### V. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Santa Ana Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Santa Ana Basin (1995) and subsequent amendments (Basin Plan) and other plans and policies. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the State, water quality objectives to protect those uses, and the State and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use

Receiving Water:	Sunnyslope Channel
Existing or Potential Beneficial Uses:	Municipal and Domestic Supply (MUN), Water Contact Recreation (REC1), Non-contact Water Recreation (REC2), Warm Freshwater Habitat (WARM), Wildlife Habitat (WILD), Rare Threatened or Endangered Species (RARE), Spawning, Reproduction and Development (SPWN)

#### VI. Description of Direct Impacts to Waters of the State

Direct impacts are temporary resulting in no net loss of area within the existing concrete-lined channel. The project proposes to install MDP Line C and improve Sunnyslope Channel to Master Drainage Plan standards. This activity would directly fill 0.14 acre and 250 linear feet of non-vegetated waters of the U.S. within an existing concrete-lined channel (Sunnyslope Channel).



Total Project fill/excavation quantities for all impacts are summarized in Table #1.

Aquatic Resource Type	Temporary Impact <sup>1</sup>			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	CY <sup>2</sup>	LF	Acres	CY	LF	Acres	CY	LF
Stream Channel	0.14		250						

**VII. Avoidance and Minimization**

The Permittee has proposed to implement standard construction best management practices (BMPs) to minimize potential impacts during the active construction period. Two detention basins would be constructed to treat the project site stormwater runoff.

**VIII. Compensatory Mitigation**

No compensatory mitigation would be required for project impacts because impacts are temporary and minor and would replace and reshape an existing concrete-lined drainage channel. This would result in no increase or loss of capacity or drainage of waters of the U.S. Sunnyslope Channel would still be located within the same alignment.

**IX. California Environmental Quality Act (CEQA)**

Pursuant to California Code of Regulations, Title 14, Chapter 3, section 15096, as a Responsible Agency, the Santa Ana Water Board is required to consider an Environmental Impact Report (EIR) or Initial Study/Mitigated Negative Declaration (IS/MND) prepared by the lead agency to determine whether to approve an application submitted for a Project should receive Certification. A responsible agency has responsibility to mitigate and avoid only the direct and indirect environmental effects of those parts of the project that it decides to carry out, finance, or approve. Further, the responsible agency must make findings as required by section 15091 and, if necessary, section 15093 for each and every significant impact of the Project.

On June 27, 2018, the City of Jurupa Valley, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project and filed a Notice of Determination (NOD) at the Clerk of the Board of Supervisors, County of Riverside on November 2, 2018. As required by section 15096, in approving this Certification, the Santa Ana Water Board has considered the IS/MND adopted by the City of Jurupa Valley and subsequent information provided by the Permittee. More specifically, the Santa Ana Water Board considered those sections of the IS/MND pertaining to impacts to water quality standards. Based on the mitigation proposed in the IS/MND and the Conditions set forth in this Certification, potentially adverse impacts to water quality standards should be reduced to

<sup>1</sup> Includes only temporary direct impacts to waters of the State and does not include upland areas of temporary disturbance, which could result in a discharge to waters of the State.

<sup>2</sup> Cubic Yards (CY); Linear Feet (LF)

a less than significant level and beneficial uses protected, if all stated mitigation and conditions are performed.

**X. Petitions for Reconsideration**

Any person aggrieved by this action may petition the State Water Resources Control Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within thirty (30) calendar days of the issuance of this Order.

**XI. Fees Received**

An application fee of \$2,432.00 was received on February 7, 2020. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

**XII. Conditions**

The Santa Ana Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

**A. Authorization**

Impacts to waters of the State shall not exceed quantities shown in Table 2.

**B. Reporting and Notification Requirements**

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment B, including specifications for photo and map documentation during the Project construction. Written reports and notifications shall be submitted using the *Reporting and Notification Cover Sheet* located in Attachment B and signed by the Permittee or an authorized representative.

**1. Project Reporting:**

- a. **Annual Reporting.** The Permittee shall submit an Annual Report each year on the anniversary of the effective date. Annual reporting shall continue until a *Notice of Project Complete Letter* is issued to the Permittee.

**2. Project Status Notifications:**

- a. **Commencement of Construction.** The Permittee shall submit a *Commencement of Construction Report* at least seven (7) days prior to start of initial ground disturbance activities.
- b. **Request for Notice of Completion of Discharges Letter.** The Permittee shall submit a *Request for Notice of Completion of Discharges Letter* following completion of active Project construction activities, including any required restoration and Permittee-responsible mitigation. This request shall be submitted to the Santa Ana Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Santa Ana Water Board staff

will issue to the Permittee a *Notice of Completion of Discharges Letter*, which will end the active discharge period and, if appropriate, associated annual fees.

- c. **Request for Notice of Project Complete Letter.** The Permittee shall submit a *Request for Notice of Project Complete Letter* when construction and any required post-construction monitoring is complete<sup>3</sup> and no further Project activities will occur. This request shall be submitted to Santa Ana Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Santa Ana Water Board staff will issue to the Permittee a *Notice of Project Complete Letter*, which will end the post discharge monitoring period and associated annual fees.

**3. Conditional Notifications and Reports:** The following notifications and reports are required as appropriate.

- a. **Accidental Discharges of Hazardous Materials.**<sup>4</sup> Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, section 13271):
- i. As soon as (A) the Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then, the Permittee shall:
    - first call – 911 (to notify local response agency)
    - then call – Office of Emergency Services (OES) State Warning Center at (800) 852-7550 or (916) 845-8911
    - lastly follow the required OES procedures as set forth in the *California Hazardous Materials Spill / Release Notification Guidance*
  - ii. Following notification to OES, the Permittee shall notify Santa Ana Water Board, as soon as practicable (ideally within twenty-four [24] hours). Notification may be via telephone, email, delivered written notice, or other verifiable means.
  - iii. Within five (5) working days of notification to the Santa Ana Water Board, the Permittee shall submit an *Accidental Discharge of Hazardous Material Report*.
- b. **Violation of Compliance with Water Quality Standards.** The Permittee shall notify the Santa Ana Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, email, delivered written notice, or other verifiable means.

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<sup>3</sup> Completion of post-construction monitoring will be determined by Santa Ana Water Board staff and will be contingent on successful attainment of restoration and mitigation performance criteria.

<sup>4</sup> "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health and Safety. Code, section 25501.)

- i. Examples of noncompliance events include lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the State, and water contact with uncured concrete.
  - ii. This notification shall be followed within three (3) working days by submission of a *Violation of Compliance with Water Quality Standards Report* to the Santa Ana Water Board.
- c. **In-Water Work.**
  - i. The Permittee shall notify the Santa Ana Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be via telephone, email, delivered written notice, or other verifiable means.
  - ii. Within three (3) working days following completion of work in water or stream diversions, an *In-Water Work/Diversions Water Quality Monitoring Report* shall be submitted to Santa Ana Water Board staff.
- d. **Modifications to Project.** Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Santa Ana Water Board staff by submitting a *Modifications to Project Report*, if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority. The Permittee shall inform Santa Ana Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order
- e. **Transfer of Property Ownership.** This Order is not transferable in its entirety or in part to any person or organization except after notice to the Santa Ana Water Board in accordance with the following terms:
  - i. The Permittee shall notify the Santa Ana Water Board by submitting a *Transfer of Property Ownership Report*, of any change in ownership or interest in ownership of the Project area. The Permittee and purchaser shall sign and date the notification and provide such notification to the Santa Ana Water Board at least ten (10) days prior to the transfer of ownership. The purchaser shall also submit a written request to the Santa Ana Water Board to be named as the permittee in a revised order.
  - ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.
- f. **Transfer of Long-Term Best Management Practices (BMPs) Maintenance.** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee shall submit to the Santa Ana Water Board a copy of such documentation and shall provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee shall provide such notification to the Santa Ana Water Board with a *Transfer of Long-Term BMP Maintenance Report* at least ten (10) days prior to the transfer of BMP maintenance responsibility.

### C. Water Quality Monitoring

1. **General:** If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g., oil, grease, turbidity plume, or uncured concrete).
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Santa Ana Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

### D. Standards

1. This Certification will remain valid until the USACE 2017 Nationwide Permits expire on March 18, 2022, or through an extended period beyond the expiration date that is authorized in writing by the USACE.
2. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and California Code of Regulations, title 23, chapter 28, Article 6 commencing with sections 3867-3869, inclusive. Additionally, the Santa Ana Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Santa Ana Water Board determines: that the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, sections 13000 et seq.) or federal Clean Water Act section 303 (Title 33 U.S Code section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of State law.
3. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
4. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
5. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, processes, or sanctions as provided for under State and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any State law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

### E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee

and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. If the conditions of this Order are changed, any of the criteria or conditions as previously described are not met, or new information becomes available that indicates a water quality problem, the Santa Ana Water Board may require that the Permittee submit a Report of Waste Discharge and obtain Waste Discharge Requirements.
3. Permitted actions shall not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in the Basin Plan and subsequent Basin Plan Amendments or in any applicable State Water Resources Control Board water quality control plan or policy. The source of any such discharge shall be eliminated as soon as practicable.
4. In response to a suspected violation of any condition of this Order, the Santa Ana Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Santa Ana Water Board deems appropriate, provided that the burden, including costs, of the reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of State law.
5. The Permittee shall, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
6. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of State law.

**F. Administrative**

1. Signatory requirements for all document submittals required by this Order are presented in Attachment C of this Order.
2. This Order does not authorize any act that results in the taking of a threatened, endangered, or candidate species, or any act that is now prohibited or becomes prohibited in the future under either the California Endangered Species Act (Fish and Game Code, sections 2050-2097) or the federal Endangered Species Act (Title 16 U.S. Code sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee shall obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Santa Ana Water Board staff or an authorized representative (including an authorized contractor acting as a Water Board representative), upon

presentation of credentials and other documents as may be required by law, permission to:

- a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept;
  - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order;
  - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order;
  - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
  5. A copy of this Order shall be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
  6. **Lake and Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's lake and streambed alteration agreement to the Santa Ana Water Board immediately upon execution and prior to any discharge to waters of the State.

## G. Construction

### 1. Good Site Management "Housekeeping":

- a. A Storm Water Pollution Prevention Plan (SWPPP) shall be developed by the construction contractor prior to Project implementation. The SWPPP shall include measures to prevent sediment from entering the watercourse during construction.
- b. BMPs for effective perimeter control shall be in place at all times to control the discharge of pollutants from the Project site during construction. Construction waste shall be contained and protected against wind and exposure to storm water at all times, unless being actively handled. Chemical, fuel, and lubricant containers shall be kept closed and protected from damage or upset at all times, unless being actively used. Dirt and landscaping material stockpiles shall have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel and shall not be located in any waters of the United States. Discharges of wastewater from the Project site are prohibited.
- c. Substances resulting from Project-related activities and that could be harmful to aquatic life shall not be discharged to soils or waters of the State. These substances include but are not limited to petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof. All waste concrete shall be removed from the Project site.

- d. Motorized equipment shall not be maintained or parked in or near any stream crossing, channel, or lake margin in such manner that petroleum products or other pollutants from the equipment might enter these areas under any flow conditions. Vehicles shall not be driven, or equipment shall not be operated on-site in waters of the State onsite, except as necessary to complete the proposed Project.
  - e. Prior to construction activities, the Permittee shall delineate the work area with brightly colored fencing or other methods to ensure temporary impacts to waters of the United States and waters of the State do not exceed the limits authorized in this Certification.
2. **Hazardous Materials:** During construction activities, the Permittee shall comply with local, State, and federal laws and regulations regarding the handling and storage of hazardous substances.
  3. **Invasive Species and Soil Borne Pathogens:** BMPs to stabilize disturbed soils shall include the use of native plant species whenever feasible.
  4. **Special Status Species:** Within 30 calendar days prior to grading, a qualified biologist shall conduct a survey of the Project's proposed impact footprint and make a determination regarding the presence or absence of the burrowing owl.
  5. **Storm Water:** The Project shall comply with the local regulations associated with the Santa Ana Water Board's Municipal Stormwater Permit issued to Riverside County and co-permittees under NPDES No. CAS618033 and Waste Discharge Requirements Order No. R8-2010-0033, and subsequent iterations thereof.

### XIII. Certification Deviation

- A. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water resources. For purposes of this Certification, a *Certification Deviation* is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Santa Ana Water Board has determined that any potential water resource impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
- B. A Project modification shall not be granted a *Certification Deviation* if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

### XIV. Water Quality Certification

I hereby issue the Order (SARWQCB WDID # 332020-03) for the RCFCDWCD MDP Line C & Sunnyslope Channel Improvements and Tentative Tract Map 37211 Project. This Order certifies that any discharge from the referenced Project will comply with the applicable



provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), as long as all of the conditions listed in the Order are met.

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, sections 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited, and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies and the Santa Ana Water Board's Basin Plan and Policies.

 Digitally signed by Hope Smythe  
Date: 2020.09.29 11:46:26 -07'00'

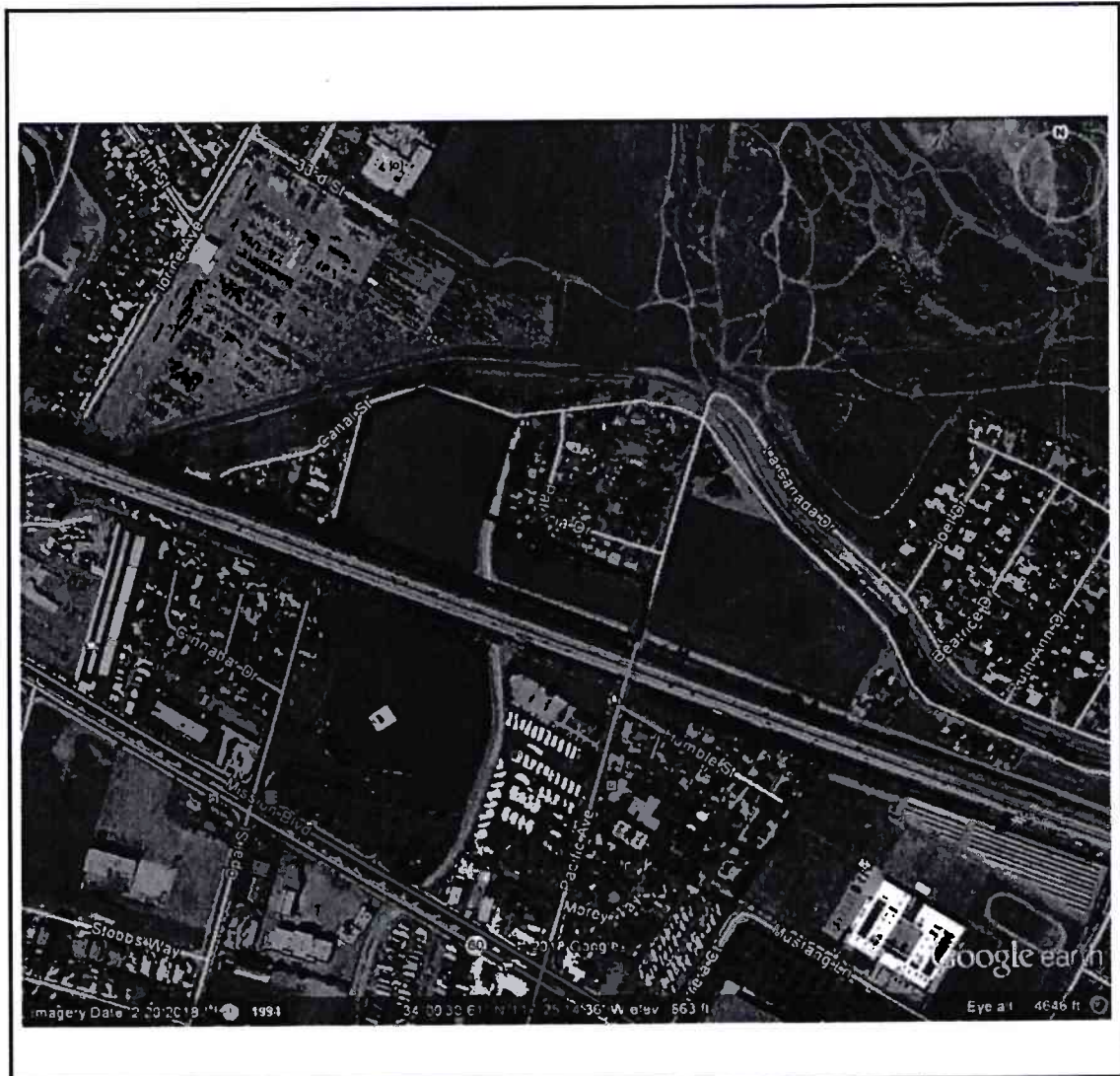
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Hope A. Smythe  
Executive Officer  
Santa Ana Water Quality Control Board

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Date

- {Attachment A** Project Map(s)
- Attachment B** Report and Notification Requirements
- Attachment C** Signatory Requirements



<b>TTM 37211</b>	<b>Project Location Map/Aerial Photo</b>	<b>Exhibit 1</b>
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### Copies of this Form

In order to identify your Project, it is necessary to include a copy of the Project-specific Cover Sheet below with your report (see page 3). Please retain for your records.

### Report Submittal Instructions

1. Check the box on the *Report and Notification Cover Sheet* next to the report or notification you are submitting
  - **Part A (Annual Report):** Submitted annually from the anniversary of the Project effective date until a *Notice of Project Complete Letter* is issued.
  - **Part B (Project Status Notifications):** Used to notify the Santa Ana Water Board of the status of the Project schedule that may affect Project billing.
  - **Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the *Report and Notification Cover Sheet* and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
  - Submit signed *Report and Notification Cover Sheet* and required information via email to: [RB8-401Reporting@waterboards.ca.gov](mailto:RB8-401Reporting@waterboards.ca.gov)
  - Include in the subject line of the email:  
Subject: ATTN: SueAnn Neal; Reg. Measure ID: 437071 Report.

### Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a *Notice of Completion of Discharges Letter* or, if no post-construction monitoring is required, a *Notice of Project Complete Letter*. The Active Discharge Period includes all elements of the Project, including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Santa Ana Water Board staff pertains to projects that have post construction monitoring requirements (e.g., if site restoration were required to be monitored for five (5) years following construction). Santa Ana Water Board staff will review the request and send a *Completion of Discharges Letter* to the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.
3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Santa Ana Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards, or have no post-construction monitoring requirements and no further Project activities are planned. Santa Ana Water Board staff will review the request and send a *Project Complete Letter* to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

4. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins on the date of the *Notice of Completion of Discharges Letter* and ends on the date of the *Notice of Project Complete Letter* issued by the Santa Ana Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
5. **Effective Date:** Date of Order issuance.

### Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles shall depict the boundaries of all Project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and, if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

**REPORT AND NOTIFICATION COVER SHEET**

**Project:** RCFCWCD MDP Line C & Sunnyslope Channel Improvements and Tentative Tract Map 37211  
**Permittee:** Sequanota Partners, LP  
**SARWQCB WDID:** 332020-03  
**Reg. Meas. ID:** 437071                      **Place ID:** 865341  
**Order Effective Date:** September 29, 2020

**Report Type Submitted**

**Part A – Project Reporting**

**Report Type 1**                       **Annual Report**

**Part B - Project Status Notifications**

**Report Type 2**                       **Commencement of Construction**

**Report Type 3**                       **Request for Notice of Completion of Discharges Letter**

**Report Type 4**                       **Request for Notice of Project Complete Letter**

**Part C - Conditional Notifications and Reports**

**Report Type 5**                       **Accidental Discharge of Hazardous Material Report**

**Report Type 6**                       **Violation of Compliance with Water Quality Standards Report**

**Report Type 7**                       **In-Water Work and Diversions Water Quality Monitoring Report**

**Report Type 8**                       **Modifications to Project Report**

**Report Type 9**                       **Transfer of Property Ownership Report**

**Report Type 10**                       **Transfer of Long-Term Best Management Practices (BMPs) Maintenance Report**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name <sup>1</sup>

Affiliation and Job Title

Signature

Date

**<sup>1</sup>STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)**

I hereby authorize \_\_\_\_\_ to act in my behalf as my representative in the submittal of this report, and to furnish upon request supplemental information in support of this submittal.

\_\_\_\_\_  
Permittee's Signature

\_\_\_\_\_  
Date

**\*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

**Part A – Project Reporting**

<b>Report Type 1</b>	<b>Annual Report</b>
<b>Report Purpose</b>	Notify the Santa Ana Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
<b>When to Submit</b>	Annual reports shall be submitted each year by the effective date. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
<b>Report Contents</b>	<p>The contents of the annual report shall include the topics indicated below for each Project period. Report contents are outlined in Annual Report Topics below.</p> <p><b><u>During the Active Discharge Period</u></b></p> <ul style="list-style-type: none"> <li>• <b>Topic 1: Construction Summary</b></li> <li>• <b>Topic 2: Mitigation for Temporary Impacts Status</b></li> <li>• <b>Topic 3: Compensatory Mitigation for Permanent Impacts Status</b></li> </ul> <p><b><u>During the Post-Discharge Monitoring Period</u></b></p> <ul style="list-style-type: none"> <li>• <b>Topic 2: Mitigation for Temporary Impacts Status</b></li> <li>• <b>Topic 3: Compensatory Mitigation for Permanent Impacts Status</b></li> </ul>
<b>Annual Report Topics (1-3)</b>	
<b>Annual Report Topic 1</b>	<b>Construction Summary</b>
<b>When to Submit</b>	With the annual report during the Active Discharge Period.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. Project progress and schedule, including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water BMPs. If construction has not started, provide estimated start date and reasons for delay.</li> <li>2. Map showing general Project progress.</li> <li>3. If applicable: <ol style="list-style-type: none"> <li>a. Summary of Conditional Notification and Report Types 6 and 7 (Part C below).</li> <li>b. Summary of Certification Deviations.</li> </ol> </li> </ol>
<b>Annual Report Topic 2</b>	<b>Mitigation for Temporary Impacts Status</b>
<b>When to Submit</b>	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the State and all upland areas of temporary disturbance which could result in a discharge to waters of the State.</li> </ol>

	<ol style="list-style-type: none"><li>2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.</li></ol>
<b>Annual Report Topic 3</b>	<b>Compensatory Mitigation for Permanent Impacts Status</b>
<b>When to Submit</b>	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
<b>Report Contents</b>	<p><b>*If not applicable report N/A.</b></p> <p><b>Part A. Permittee Responsible</b></p> <ol style="list-style-type: none"><li>1. Planned date of initiation of compensatory mitigation site installation.</li><li>2. If installation is in progress, a map of what has been completed to date.</li><li>3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.</li></ol> <p><b>Part B. Mitigation Bank or In-Lieu Fee (ILF)</b></p> <ol style="list-style-type: none"><li>1. Status or proof of purchase of credit types and quantities.</li><li>2. Include the name of bank/ILF Program and contact information.</li><li>3. If ILF, location of project and type if known.</li></ol>



**Part B – Project Status Notifications**

<b>Report Type 2</b>	<b>Commencement of Construction</b>
<b>Report Purpose</b>	Notify Santa Ana Water Board staff prior to the start of construction.
<b>When to Submit</b>	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. Date of commencement of construction.</li> <li>2. Anticipated date when discharges to waters of the State will occur.</li> <li>3. Project schedule milestones, including a schedule for onsite compensatory mitigation, if applicable.</li> </ol>

<b>Report Type 3</b>	<b>Request for Notice of Completion of Discharges Letter</b>
<b>Report Purpose</b>	Notify Santa Ana Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
<b>When to Submit</b>	Must be received by Santa Ana Water Board staff within thirty (30) days following completion of all Project construction activities.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. Status of storm water Notice of Termination(s), if applicable.</li> <li>2. Status of post-construction storm water BMP installation.</li> <li>3. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.</li> <li>4. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the State, if applicable.</li> <li>5. An updated monitoring schedule for mitigation for temporary impacts to waters of the State and Permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.</li> </ol>

<b>Report Type 4</b>	<b>Request for Notice of Project Complete Letter</b>
<b>Report Purpose</b>	Notify Santa Ana Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
<b>When to Submit</b>	Must be received by Santa Ana Water Board staff within thirty (30) days following completion of all Project activities.
<b>Report Contents</b>	<p><b>Part A: Mitigation for Temporary Impacts</b></p> <ol style="list-style-type: none"> <li>1. A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance that could result in a discharge to waters of the State.</li> <li>2. A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the State. Pre- and post-photo documentation of all restoration sites.</li> </ol> <p><b>Part B: Permittee Responsible Compensatory Mitigation</b></p>

	<ol style="list-style-type: none"><li>1. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.</li><li>2. Status on the implementation of the long-term maintenance and management plan and funding of endowment.</li><li>3. Pre- and post-photo documentation of all compensatory mitigation sites.</li><li>4. Final maps of all compensatory mitigation areas (including buffers).</li></ol> <p><b>Part C: Post-Construction Storm Water BMPs</b></p> <ol style="list-style-type: none"><li>1. Date of storm water Notice of Termination(s), if applicable.</li><li>2. Report status and functionality of all post-construction BMPs.</li></ol>
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**Part C – Conditional Notifications and Reports**

<b>Report Type 5</b>	<b>Accidental Discharge of Hazardous Material Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff that an accidental discharge of hazardous material has occurred.
<b>When to Submit</b>	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Santa Ana Water Board staff.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. The report shall include the <i>OES Incident/Assessment Form</i>, a full description and map of the accidental discharge incident (i.e., location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the <i>OES Written Follow-Up Report</i> may be substituted.</li> <li>2. If applicable, any required sampling data, a full description of the sampling methods, including frequency/dates and times of sampling, equipment, locations of sampling sites.</li> <li>3. Locations and construction specifications of any barriers, including silt curtains or diverting structures and any associated trenching or anchoring.</li> </ol>

<b>Report Type 6</b>	<b>Violation of Compliance with Water Quality Standards Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff that a violation of compliance with water quality standards has occurred.
<b>When to Submit</b>	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Santa Ana Water Board staff.
<b>Report Contents</b>	The report shall include: the cause; the location shown on a map; and the period of the noncompliance, including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results, if required by Santa Ana Water Board staff.

<b>Report Type 7</b>	<b>In-Water Work and Diversions Water Quality Monitoring Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff of the completion of in-water work.
<b>When to Submit</b>	Within three (3) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
<b>Report Contents</b>	As required by the approved water quality monitoring plan.

<b>Report Type 8</b>	<b>Modifications to Project Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority.
<b>When to Submit</b>	If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority.
<b>Report Contents</b>	A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

<b>Report Type 9</b>	<b>Transfer of Property Ownership Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
<b>When to Submit</b>	At least ten (10) working days prior to the transfer of ownership.
<b>Report Contents</b>	<ol style="list-style-type: none"> <li>1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:             <ol style="list-style-type: none"> <li>a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and</li> <li>b. responsibility for compliance with any long-term BMP<sup>1</sup> maintenance plan requirements in this Order.</li> </ol> </li> <li>2. A statement that the Permittee has informed the purchaser to submit a written request to the Santa Ana Water Board to be named as the permittee in a revised order.</li> </ol>

<b>Report Type 10</b>	<b>Transfer of Long-Term BMP Maintenance Report</b>
<b>Report Purpose</b>	Notifies Santa Ana Water Board staff of transfer of long-term BMP maintenance responsibility.
<b>When to Submit</b>	At least 10 working days prior to the transfer of BMPs maintenance responsibility.
<b>Report Contents</b>	A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

<sup>1</sup> Best Management Practices (BMPs) is a term used to describe a type of environmental or water pollution control.

SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order  
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) shall be signed and certified as follows:
  - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
  - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
  - c) For a municipality, or a State, federal, or other public agency, by either a principal executive officer or ranking elected official.
2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
  - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
  - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
  - c) The written authorization is submitted to the Santa Ana Water Board staff contact prior to submitting any documents listed in item 1 above.
3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."



APPENDIX "F"

RCFC VIDEO PROCEDURES





# **RCFC VIDEO PROCEDURES**

## **GENERAL:**

1. The Contractor shall provide all required traffic control, including warning lights and traffic cones, as needed or required in accordance with the Watch Manual, as well as any City-required traffic plans.
2. The Contractor shall obtain all permits required by the local jurisdiction.

## **STORM DRAIN CLEANING:**

1. Storm drains shall be cleaned by removing dirt, debris and any construction debris.
2. If debris is found, the closed circuit television (CCTV) shall be rescheduled.

## **EQUIPMENT:**

1. Contractor's staff shall have confined space training.
2. Air logs shall be kept onsite and shall be submitted with the final report.
3. The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV inspection as outlined in the Detailed Specifications.
4. The Contractor shall make a continuous color digital recording in MPEG 4 format for each storm drain segment inspected.
5. The cameras shall have pan and tilt capabilities, a minimum of 360 x 260 degree rotation, illumination sensitivity shall be three lux or less, and provide a minimum of 460 lines of resolution. The focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.
6. During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the storm drain for all conditions encountered.
7. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of storm drain conditions.
8. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.

9. The distance shall be measured between beginning and ending structures.
10. The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet.
11. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.

**VIDEO:**

1. All storm drain with a height or diameter of 60 inches or less shall be video recorded.
2. If the storm drain has multiple cells, each cell shall be video recorded.
3. Each storm drain segment will be a separate video file.
4. A storm drain segment will be defined as follows:
  - a. Outlet structure to manhole
  - b. Manhole to manhole
  - c. Manhole to inlet structure
5. Each storm drain segment shall be identified with an initial text screen that contains the following:
  - a. Surveyed by
  - b. Storm drain title (i.e., mainline title, lateral title)
  - c. Beginning structure station
  - d. Ending structure station
  - e. Pipe diameter or box dimensions
  - f. Inspection date and time
  - g. Stopwatch time initiated at beginning of video
6. After the initial text screen, the following shall be shown for the remainder of video:
  - a. Beginning structure station
  - b. Ending structure station
  - c. Distance from beginning structure
  - d. Stopwatch time initiated at beginning of video

**OBSERVATIONS:**

1. The following visual observations shall be recorded in the final report:
  - a. Poor/no grouting between storm drain links
  - b. Poor/no grouting at storm drain lift holes
  - c. Exposed steel or spalling

- d. Large cracks
- e. Sags
- f. Any unusual roughness or unevenness
- g. Any connections not shown on plans
- h. Structural defects of structures (i.e., junction structures, manholes, etc.)
- i. Debris

**REPORT:**

1. The report shall contain a spreadsheet of observations of concern with the following:
  - a. Description of concern
  - b. Video file name
  - c. Photo file name
  - d. Stop watch time
  - e. Distance from beginning structure
2. A digital picture of each concern in JPEG format shall be included within the report and the file name shall be included in spreadsheet.
3. The database header information contained within the final report will match the initial video screen

Q\Specsctr  
01/15/19



APPENDIX "G"

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
(CALTRANS)

PARENT PERMIT NO. 08-20-N-DD-1527



STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**  
 TR-0120 (REV. 6/2012)

Permit No. <b>08-20-N-DD-1527</b>	
Dist/Co/Rte/PM <b>08-RIV-60, PM 8.28/8.28</b>	
Permit Approval Date <b>01/14/2021</b>	
Fee Paid <b>\$ EXEMPT</b>	Deposit <b>\$ EXEMPT</b>
Performance Bond Amount (1) <b>\$ 0.00</b>	Payment Bond Amount (2) <b>\$ 0.00</b>
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of November 23, 2020
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

**TO:** Riverside County Flood Control and Water Conservation District  
 1995 Market Street  
 Riverside, CA 92501  
**Attn: Michael Venable 951-955-1248**

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Enter onto State Route 60 right-of-way near Pacific Avenue in City of Jurupa Valley, to remove fence link and perform drainage improvement by demolishing the existing concrete channel at upstream of existing triple 8ftX5ft RCB running under SR 60 and replace with rectangular reinforced concrete lined channel and connect to existing triple RCB to convey flow under SR 60 and perform minor grading to drain the Caltrans access road towards the toe of slope to minimize erosion of sediment into the channel, as per plans date stamped January 14, 2021 by Caltrans District 8 Encroachment Permits Office and/or to the satisfaction of the Caltrans Representative. Permittee is responsible to maintain the constructed improvements inside Caltrans right of way by obtaining EP. Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$1230.00 for inspection is required at the time of application. A pre-job meeting with the assigned Caltrans Representative, Payman Hatam, (909) 383-7549, (951) 312-1897, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Storm Water Special Provisions
- Yes  No Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

(if any Caltrans effort expended)

Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before January 14, 2022

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Reza Moslemi  
 COPIES TO:  
 Maintenance: Riverside 720  
 EP Inspector; Payman Hatam  
 File: 20-1527

APPROVED:

Michael D. Beauchamp, District Director

BY:



ANDY QUACH, P.E., District Permit Engineer

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1436 (D8 Permit App.)

In addition to the attached General Provisions, the following checked special provisions are applicable:

A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE, Payman Hatam, (909) 383-7549, (951) 312 AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF ANY WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND RESUBMITTAL MAY BE REQUIRED.

Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$ 1230.00 for inspection, and \$                      for electrical equipment is required at the time of application.

You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.).

Upon the expiration of this permit, the Permittee is required to apply for the countywide annual maintenance permit for this new facilities installed under the Permit No.: 08-20-N-DD-1527.

The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.

The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.

All traffic control, signing and striping shall comply with California MUTCD 2014. It is available at: [http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)

Permittee and his/her contractors shall comply with Department 2018 Standard Specifications, Department 2018 Standard Plans, and all the latest revisions implemented as of this permit issued date, and the project specific special provisions for Oversight Projects and Streamlined Oversight Projects. It is the responsibility of the permittee and his/her contractors to verify with the Department Standard Plans, Standard Specifications, and all the latest revisions as of this permit issued date before ordering any materials for the project within the Department Right-Of-Way. The Department Standard Plans, Standard Specifications, and the Revisions are available at: <http://www.dot.ca.gov/hq/esc/oe/standards.php>

Permittee and/or permittee's authorized contractor/agent are required and responsible to identify the Department's underground electrical systems before performing any excavation work within the right of way.

All personnel shall wear hard hats and orange or lime vests, shirts or jackets as appropriate while on State property.

The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.



Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a traffic lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a traffic lane, for areas with a speed limit posted at 45mph or higher, shall require closing of the adjacent traffic lane. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7) WORKING DAYS prior to setting up of any traffic control.

No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.

Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.

Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.

If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.

"AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.

No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.

Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.

No materials or waste shall be stockpiled within State right of way.

Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.

Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition before leaving the work area unless otherwise authorized by the Department's Representative.

All trenches repair shall comply with ENCROACHMENT PERMIT TRENCH DETAIL, TR-0153 or to the satisfaction of the Department's Representative.

Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control.

The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.

A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.

The permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work.

The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.

When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.

Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

[For City or County projects with utility relocations:]

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

[For other projects with utility relocations:]

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE

PAGE 4: ATTACHED TO AND MADE PART OF PERMIT NO. 08-20-N-DD-1527

shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

Permittee must reuse the soil within the work limits in the immediate area from which it was excavated. If any excess soil is generated, it becomes the property of the permittee. Permittee must transport all excess soil outside of Caltrans' right-of-way, and dispose of it in accordance with all applicable environmental laws and regulations.

PERMIT NO.: 08-20-N-DD-1527

CO/RTE/PM: 08-RIV-60-8.28

PRECONSTRUCTION MEETING AGREEMENT

I, \_\_\_\_\_, acting as an authorized agent for the permittee, \_\_\_\_\_, do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative at \_\_\_\_\_, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.

I have read and understand the attached General Provisions TR-0045 and other attached provisions of this permit.

This agreement or a copy thereof, must be mailed back to the **Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400**, within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.

It is the permittee's responsibility to insure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.

Signature Date

Print or Type Name

Position or Title

**PRECONSTRUCTION MEETING RECORD**

Department's Representative

Date

Permittee's Representative

Date

Date Work May Begin: \_\_\_\_\_



**SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)  
ACTION REQUEST FOR CALL BOXES**

TR-0167 (REV 06/2005)

Before any work affecting call boxes, please complete this form and fax or mail it at least two weeks in advance to the appropriate county **SAFE!**

DATE

For Riverside County call boxes:

Phone Number: (951) 787-7141

Fax Number: (951) 787-7920

**Mr. Jerry Rivera, RCTC SAFE Manager  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92502**

For San Bernardino Call Boxes:

Phone Number: (909) 884-8276, ext. 140

Fax Number: (909) 388-2002

**Kelly Lynn, San Bernardino SAFE Manager  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715**

FROM (Contact Name and Organization)

Permittee\*     Construction     Maintenance     Right of Way Utilities     Caltrans

\*SAFE may charge Permittee for cost of

ADDRESS

CITY		STATE	ZIP
BUSINESS PHONE (Include Area Code) ( )	FAX PHONE (Include Area Code) ( )	NUMBER OF PAGES INCLUDING THIS COVER PAGE	

**ACTION NEEDED: IF THERE IS A CALL BOX PAIR, BOTH BOXES MAY BE AFFECTED! CALL BOX NUMBERS MUST BE INCLUDED** (The number is shown on the call box sign, for example SBd-010-93 for a box on WB (because last number is odd), Route 10 at Post Mile 9, first Quarter Mile.)

Call Box Number(s):

Temporary removal from service: **Bagging ONLY** - needed by  
(if K-Rail will block access or the shoulder will be too narrow during construction only)

Temporary removal of **box and pole ONLY** - needed by  
(if K-Rail will block access or the shoulder will be too narrow during construction only)

Removal of **box, pole, pad, auger, and any retaining walls** needed by

Relocation - **needed by**  
(if MBGR, etc., will permanently affect/block access)

Place call boxes back in service.





STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.  
  
Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
  1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
  2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that

project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.

25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

**PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

**NOTES:**

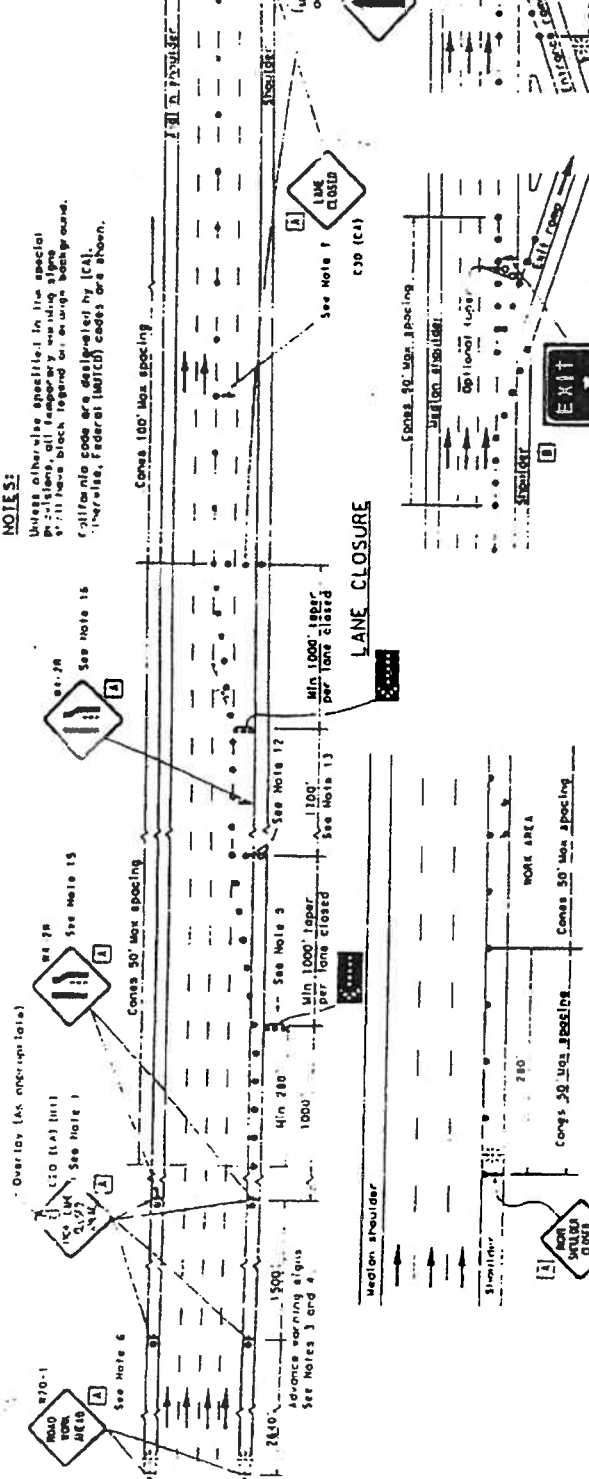
Unless otherwise specified in the special provisions, all temporary warning signs shall have black legends on a white background. California codes are designated by (CA). (Federal, Federal (MUTCD) codes are shown.)

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
FREEWAYS AND EXPRESSWAYS

NO SCALE

T10

DATE: MAY 11, 2006  
PROJECT: [REDACTED]  
DRAWN BY: [REDACTED]  
CHECKED BY: [REDACTED]



**NOTES:**

- Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each sign shall be at least 16 inches in height and shall be in a rectangular shape with a red-orange background. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A C10 (CA) "ROAD WORK" sign, as appropriate, shall be placed at the end of each area to be closed or ends within a larger project's limits.
- On opposite shoulder, if at least one-half of the available lanes remain open to traffic.
- In the median if the width of the median shoulder is less than 8 feet and the outside lanes to be closed.
- Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each sign shall be at least 16 inches in height and shall be in a rectangular shape with a red-orange background. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A C10 (CA) "ROAD WORK" sign, as appropriate, shall be placed at the end of each area to be closed or ends within a larger project's limits.
- Unless otherwise specified in the special provisions, a minimum of 3 cones shall be used across each closed lane and shoulder every 2000'. See Note 12.
- Place a C30 (CA) sign every 2000' throughout length of lane closure.
- One flashing arrow sign for each lane closure. The first arrow sign shall be placed at the first advance warning sign, either Type I or Type II.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. The sign shall be placed on a crest vertical curve or on a horizontal curve.
- All cones used for lane closures during the hours of darkness shall be equipped with retro-reflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Unless otherwise specified in the special provisions, the C41 (CA) and W4-1 signs shall be used as shown.
- When specified in the special provisions, a W4-1 "Lane Exp. 30-foot sign" shall be used in place of the C30 (CA) "LANE CLOSED" sign.
- The W4-1 "Lane Exp." symbol sign shown at this location is to be used where the W4-2 sign is used as advance warning as described in Note 13.

**SHOULDER CLOSURE**

**LANE CLOSURE AT EXIT RAMP**

**LANE CLOSURE AT ENTRANCE RAMP**

**LEGEND**

- Traffic Cone
- Traffic Cone (optional taper)
- Temporary Sign
- Flashing Arrow Sign (FAS)
- FAS Support or Trailer
- Direction of Travel
- Portable Flashing Beacon

**SIGN PANEL SIZE (MIN)**

- 48" x 48"
- 36" x 48"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

TYPICAL LANE CLOSURE

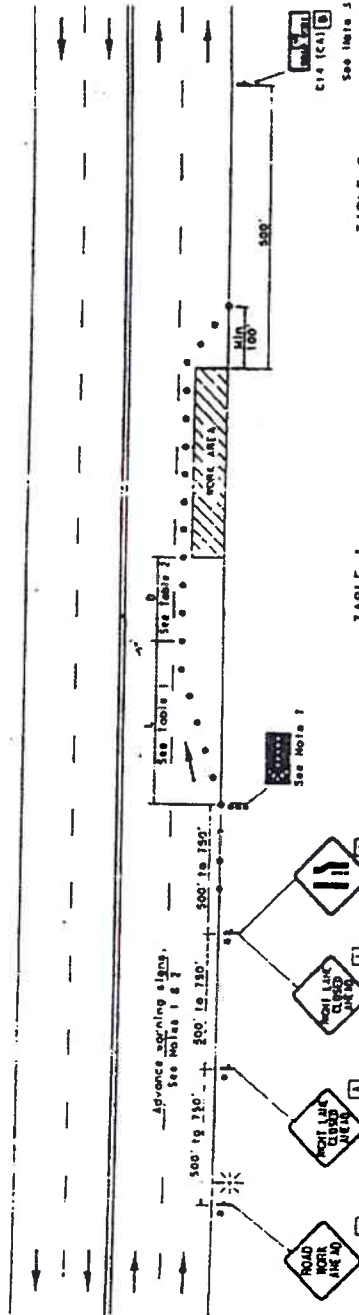


TABLE 2

Approach Speed mph	Minimum	Downgrade	
		Minimum	Maximum
15 and better	15	15	15
20	20	20	20
25	25	25	25
30	30	30	30
35	35	35	35
40	40	40	40
45	45	45	45
50	50	50	50
Over 50	50	50	50

Use an unstated downgrade steeper than 5 percent and longer than 1 mile. See Note 5.

TABLE 1

Approach Speed mph	Minimum Spacing of Signs Along Taper	See Note 1
15 and better	15	15
20	20	20
25	25	25
30	30	30
35	35	35
40	40	40
45	45	45
50	50	50
Over 50	50	50

Use 1' for lane widths less than or equal to 11'. See Note 6.

NOTES:  
 1. Where otherwise specified in the special provisions, all signs shall have black legends on a white background. California codes are designated by (CA). Otherwise, Federal (FHWA) codes are shown.

- LEGEND
- Traffic Cone
  - ↑ Temporary Sign
  - Direction of Travel
  - Flashing Arrow Sign (FAS)
  - See FAS Support or Trailer
  - ✱ Portable / Flashing Beacon

SIGN PANEL SIZE (MIN)  
 (A) 36" x 36"  
 (B) 36" x 18"

NOTES:

- Where approach speeds are low, advance warning signs may be placed at 300' spacing and placed closer in urban areas.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent orange-red in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A C14 (CA) "ROAD AHEAD" sign, or appropriate, shall be placed at the end of the lane closure, unless the end of work area is obvious, or ends within a larger project's limits.
- If the 200-1 sign would follow within 2000' of a stationary 200-1 or C14 (CA) sign, use the 200-1 advance warning sign.
- All signs used for lane closures during the hours of darkness shall be retroreflective (or bands for street) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Flashing arrow sign shall be either Type I or Type II.
- The maximum spacing between signs along a taper shall be 50' and along a taper shall be approximately as shown in Table 1.
- For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.
- When specified in the special provisions, a 200-2 "LANE CLOSED" symbol sign is to be used in place of the C20 (CA) "RIGHT LANE CLOSED AHEAD" sign.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS**

NO SCALE

T11

TYPICAL RAMP CLOSURES

SIGN PANEL SIZE (MIN)

- (A) 48" x 48"
- (B) 48" x 30"
- (C) 30" x 30"
- (D) 48" x 48"
- (E) 36" x 36"
- (F) 48" x 36"

Speed of 40 mph or more  
Speed 15 to 30 mph

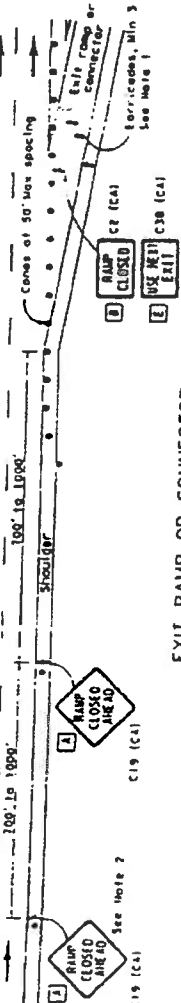
May 1, 2008  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NOTES:

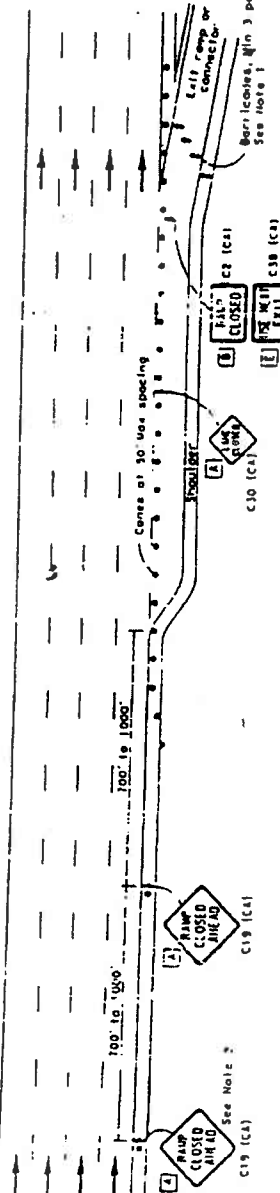
1. Barricades shall be type 1, 2 or 3 for closures lasting one week or less and type 4 for closures lasting longer than one week.
2. In addition to placing the C19 (CA) "RAMP CLOSED AHEAD" and C10 (CA) "RAMP CLOSED" signs, block cones shall be placed in the work area. The spacing of the cones shall be as directed by the Engineer on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
3. Each advance C19 (CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16 x 18 in size and shall be orange or fluorescent red-orange in color.
4. All cones used for ramp closures during the hours of darkness shall be fitted with retro-reflective bands (or sleeves) as specified in the specifications.
5. Portable destination signs, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime ramp closures only.
6. At least one person shall be assigned to provide full time maintenance of traffic control devices, unless otherwise directed by the Engineer.
7. The existing "EXIT" sign in the gore area shall be covered during ramp closures.

LEGEND

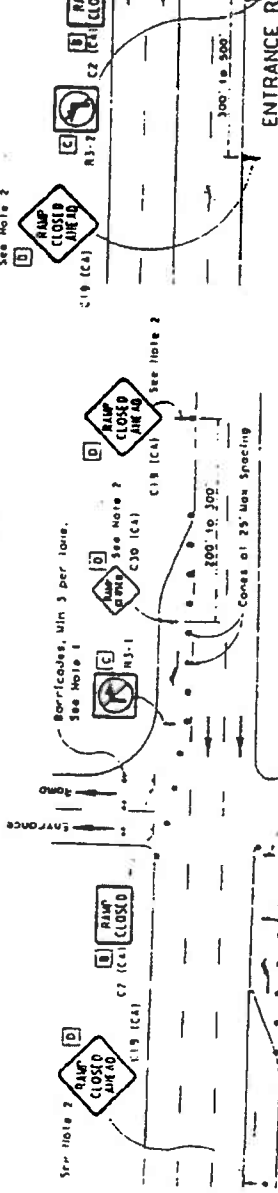
- Traffic Cone
- Temporary Sign
- Barricade
- Direction of Travel
- Turn Arrow



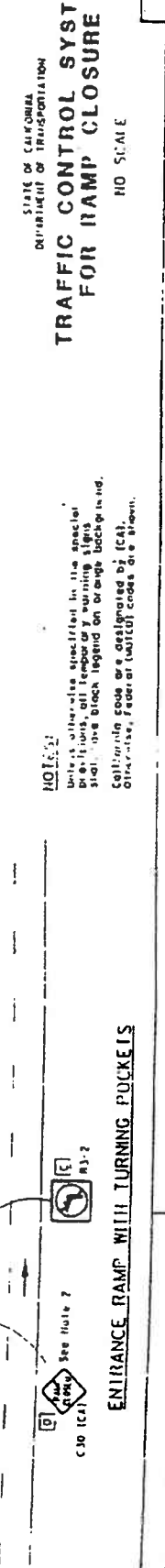
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITHOUT TURNING POCKETS



NOTE: 1. Units of other sizes specified in the special provisions, all temporary warning signs shall use the block legend on orange background. 2. Collapsible cones are designated by (CA). Otherwise, cones are (CB) cones are shown.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL SYSTEM  
FOR RAMP CLOSURE  
NO SCALE

DATE: COUNTY: SHEET: PROJECT: SHEETS: SHEETS

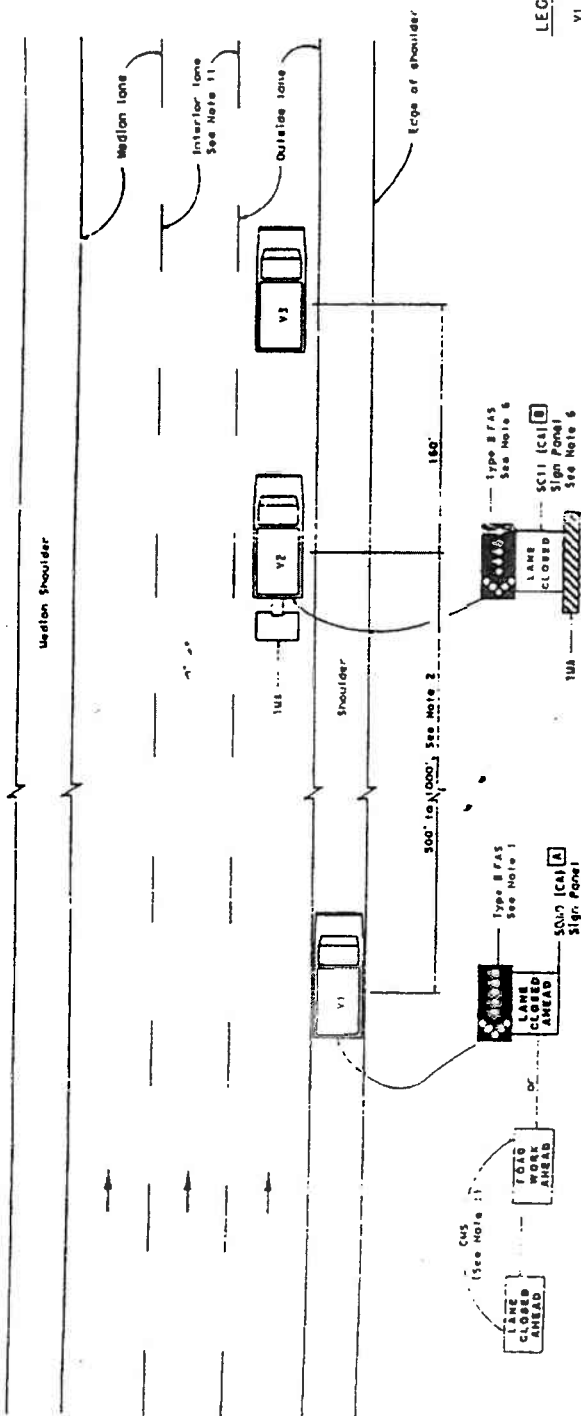
APPROVED CIVIL ENGINEER

May 1, 2006

STATE OF CALIFORNIA

Professional Seal: No. 12345, Exp. 12/31/07

10 per cent (10%) of the fee for the original drawings



SIGN PANEL SIZE (MIN)

4 66" x 36"

6 34" x 42"

- LEGEND
- V1 Sign Vehicle
  - V2 Shadow Vehicle
  - V3 Work/Application Vehicle
  - CUS Flashing Arrow Sign (FAS)
  - IM4 Changeable Message Sign
  - Truck-Mounted Attenuator
  - Direction of Travel

MOVING LANE CLOSURE ON MEDIAN LANE OR  
OUTSIDE LANE OF MULTILANE HIGHWAYS

1. Either a changeable message sign or a SC10 (CA) sign panel and a Type B FAS sign shall be mounted on the rear of sign vehicle V1. The flashing arrow sign shall be mounted on the rear of sign vehicle V2 and used with the SC10 (CA) sign panel. A Type B flashing arrow sign will not be required with the changeable message sign panel. The changeable message sign shall be placed on the "ROAD WORK AHEAD" message sign board. The "ROAD WORK AHEAD" message sign shall follow the "LANE CLOSED AHEAD" message sign, followed by the sign symbol. For median lane closure, the flashing arrow symbol shall be reversed with the arrowhead on the right.
2. If traffic queues develop, sign vehicle V1 should be positioned upstream from the other sign vehicles V2 and V3. Sign vehicle V1 shall be positioned where highly visible when shoulders are not available.
3. A minimum sight distance of 1500' should be provided in advance of sign vehicle V1.
4. Sign vehicle V1 should remain at the beginning of horizontal or vertical curves until the other vehicles (V2 and V3) are far enough beyond the curve to resume the minimum sight distance of 1500'.
5. Vehicle-mounted sign panels shall be Type B, B, B, IM or B retroreflective sheeting, black on white, black on orange, or black on fluorescent orange, with specifications.
6. Gross vehicle weight of shadow vehicle V2 shall be a minimum of 20,000 pounds and shall be equipped with a Type B flashing arrow sign panel. The sign panel shall be mounted on the rear of shadow vehicle V2. For median lane closure the flashing arrow sign symbol shall be displayed with the arrowhead on the right.
7. All vehicles used for lane closures shall be equipped with two-way radios, and the vehicle operators shall maintain communication during the work or application operation.
8. All vehicles shall be equipped with flashing or rotating amber lights.
9. Where sufficient shoulder width is not available, sign vehicle V1 may encroach into the traffic lane as long as close to the edge of shoulder as practicable. Both V1 and V2 shall be equipped with a truck-mounted attenuator. The gross vehicle weight of V1 and V2 shall be at least 20,000 pounds, respectively.
10. Where workers would be on foot in the work area, a stationary Type B lane closure (Standard Plan T10, T11, etc., as applicable) shall be used instead of this plan.
11. For moving lane closure on interior lane of multilane highways, use Standard Plan T16.
12. When multiple work vehicles are used in close proximity to each other, only one shadow vehicle is required, and spacing between work vehicles shall be minimized in order to deter traffic from entering the closures.

TRAFFIC CONTROL SYSTEM  
FOR MOVING LANE CLOSURE  
ON MULTILANE HIGHWAYS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

NO SCALE





Included in this package is your  
**Permit & “Customer Service  
Questionnaire”**

Please fill out the questionnaire and return it  
along with the

**“100% Completion Notice”**  
(Only when work is completed)

**Four simple ways to submit your  
“Customer Service Questionnaire”:**

1. Give it to the “Inspector” at final inspection

2. Mail it to:

*Department of Transportation  
Encroachment Permits  
464 W. 4<sup>th</sup> Street, 6<sup>th</sup> Floor, MS619  
San Bernardino, CA 92401-1400*

3. Fax to: (909) 383-6370 or

4. E-Mail to: [d8.epermits@dot.ca.gov](mailto:d8.epermits@dot.ca.gov)

Your input is greatly appreciated!!!

**CUSTOMER SERVICE QUESTIONNAIRE**

TR-0164 (REV 2/2001)

PERMIT NUMBER

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

**PLEASE TELL US HOW WE'RE DOING**

<b>INSIDE THE OFFICE</b>	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>POOR</b>
Staff courteous and helpful				
Staff quick and efficient				
Explanations and instructions clear				

**TELEPHONE ANSWERING**

Timely response				
Receiving information or answers				

**INSPECTION**

Inspector courteous and helpful				
Pre-construction meeting set and held in a timely manner				
Inspector at job site frequently				
Inspector able to answer questions and deal with problems				

**OVERALL PERFORMANCE**

What would you say is our overall performance?				
Is there a staff person you would like to commend?	STAFF'S NAME:			

COMMENTS:

NAME (Optional)	BUSINESS PHONE NUMBER	DATE
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1. **GENERAL:** Permittee shall comply with the following Special Provisions and as directed by the State Representative:
2. **NPDES REQUIREMENTS:** Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans NPDES permit requirements. For additional information, visit the State Water Resources Control Boards Stormwater Website at <http://www.swrcb.ca.gov/stormwtr/index.html>
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** Permittee shall be responsible for preventing all dirt, trash, debris and other construction waste from entering storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** Permittee shall vacuum or sweep any saw-cut spoils, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
5. **SWEEPING:** Roadways and other paved areas shall be swept daily. Roadways or work areas shall not be washed down with water.
6. **VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of vehicles and equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State Right of Way. Any water from this operation shall be collected and disposed of at an appropriate site.
9. **DIESEL FUELS:** The use of diesel fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
11. **UNCURED AC:** Runoff from washing uncured AC shall not enter into any drainage conveyances.
12. **PROTECTION OF DRAINAGE:** Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with sand/gravel bags, fiber rolls, etc., to the satisfaction of the State representative during paving operations, saw-cutting, etc. so as not to cause an obstruction to the traveling public.
13. **PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
14. **CONSTRUCTION MATERIALS:** All construction materials including concrete, grout, cement containing premixes and mortar shall be stored under cover and separated away from drainage areas. Stored materials shall not reach a storm drain.
15. **CONCRETE EQUIPMENT/VEHICLES:** Concrete equipment/vehicles shall be washed in a designated washing area that prevents effluent from discharging to drainage conveyances.
16. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Disturbance to existing vegetation shall be minimized whenever possible. Damaged vegetation shall be replaced as directed by the State Representative.
17. **SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the rainy season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented.
18. **SLOPE STABILIZATION:** In cases where slopes are disturbed during construction, soil shall be secured with erosion control and soil stabilization measures. Fiber rolls may be required down-slope until the soil is secure.
19. **STOCKPILES:** Sand, dirt, and similar materials shall be stored at least 50-feet from drainage features and shall be covered and protected with a temporary perimeter sediment barrier.
20. **DISCOVERY OF CONTAMINATION:** The State representative shall be notified in case any unusual discoloration, odor, texture in ground water, in excavated material or abandoned underground tanks, pipes, or buried debris are encountered.
21. **DEWATERING:** All dewatering operations shall comply with the latest Caltrans guidelines. Any effluent discharged into any storm water system requires approval from the Regional Water Quality Control Board. The permittee shall provide the State Representative with a copy of the Waste Discharge Permit, and a copy of a valid WDID number issued by the Regional Board.



## **HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT**

TR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

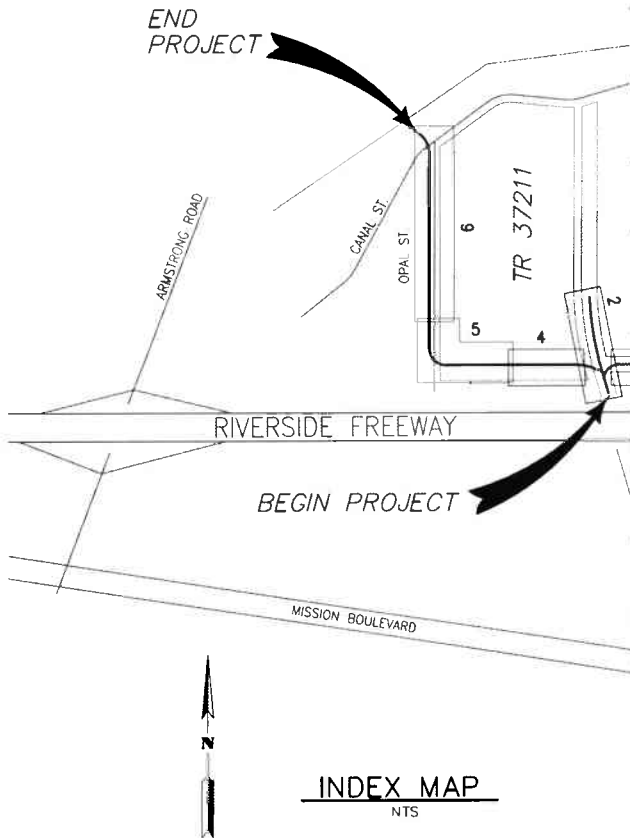
1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be named as the generator on all Uniform Hazardous Waste Manifests and shipping papers. Caltrans must not be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (<http://www.caloes.ca.gov/>).
6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.  
  
Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

# RIVERSIDE

# DISTRICT

## GENERAL NOTES

- EXCAVATION AND BACKFILL PAYLINES ARE SHOWN ON THE RCFC&WCD STANDARD DRAWING M815, UNLESS SHOWN OTHERWISE ON THESE PLANS.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION.
- ALL CHANNEL/STORM DRAIN REFERENCES AND CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
- TOPOGRAPHY BY DIGITAL PHOTOGRAMMETRIC METHODS. AERIAL PHOTOGRAPHS TAKEN AT AN ALTITUDE NOT TO EXCEED A FLYING HEIGHT TO CONTOUR INTERVAL RATIO OF 1800. PHOTOGRAPHY DATED 8/1/2016.
- THE VERTICAL DATUM IS DERIVED FROM NAVD 88 (COH 88). THE HORIZONTAL DATUM IS DERIVED FROM NAD83(YEAR) EPOCH 2010.0, AND CALIFORNIA STATE PLANE, ZONE 6.
- STANDARD DRAWINGS CALLED FOR ON THE PLAN & PROFILE SHALL CONFORM TO RCFC&WCD STD DRAWINGS, OR CALTRANS/CITY/COUNTY STANDARD PLANS.
- ELEVATIONS AND LOCATIONS OF UTILITIES WERE OBTAINED FROM AVAILABLE INFORMATION AND ARE SHOWN APPROXIMATELY ON THESE PLANS. 48 HOURS BEFORE EXCAVATION CALL UNDERGROUND SERVICE ALERT AT 1-800-227-2600. ALL UTILITIES SHALL BE PROTECTED IN PLACE EXCEPT AS NOTED ON PLANS AND SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
- ALL OPENINGS RESULTING FROM CUTTING OR PARTIAL REMOVAL OF EXIST. CULVERTS, PIPES, OR SIMILAR STRUCTURES TO BE ABANDONED, SHALL BE SEALED AT BOTH ENDS WITH 6" MINIMUM CLASS "B" CONCRETE.
- UNLESS OTHERWISE SPECIFIED, MINIMUM STREET RECONSTRUCTION SHALL BE 3" TYPE "B" HOT ASPHALT MIX OVER 6" CLASS 2 AGGREGATE BASE OR AS SPECIFIED BY THE ENGINEER.
- ALL RECONSTRUCTION, RESURFACING AND PAVEMENT DELINEATION, CURBS, SIDEWALKS AND OTHER IMPROVEMENTS ARE TO BE RECONSTRUCTED IN KIND AT THE SAME LOCATIONS AND ELEVATIONS AS THE EXISTING IMPROVEMENTS, UNLESS OTHERWISE NOTED.
- ⊙ INDICATES APPROX. SOIL BORING LOCATION PER SOILS REPORT DATED 2/4/2020
- THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE, PIPES MUST BE INCREASED A MINIMUM OF 1-1/2 INCHES OVER THE REINFORCING AND INCREASED TO A MINIMUM OF 3-1/2 INCHES OVER REINFORCING FOR BOX CULVERT WHEN DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE  $F'c=5,000$  PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND  $F'c=6,000$  PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.
- ACCESS FOR THE WORK IS ONLY AUTHORIZED WITHIN THE IDENTIFIED PUBLIC ROAD RIGHT OF WAY. NO IMPACTS OR ACCESS IS AUTHORIZED OUTSIDE THESE LIMITS.
- ☒ INDICATES UTILITY POTHOLE LOCATION AS NOTED ON PLAN.

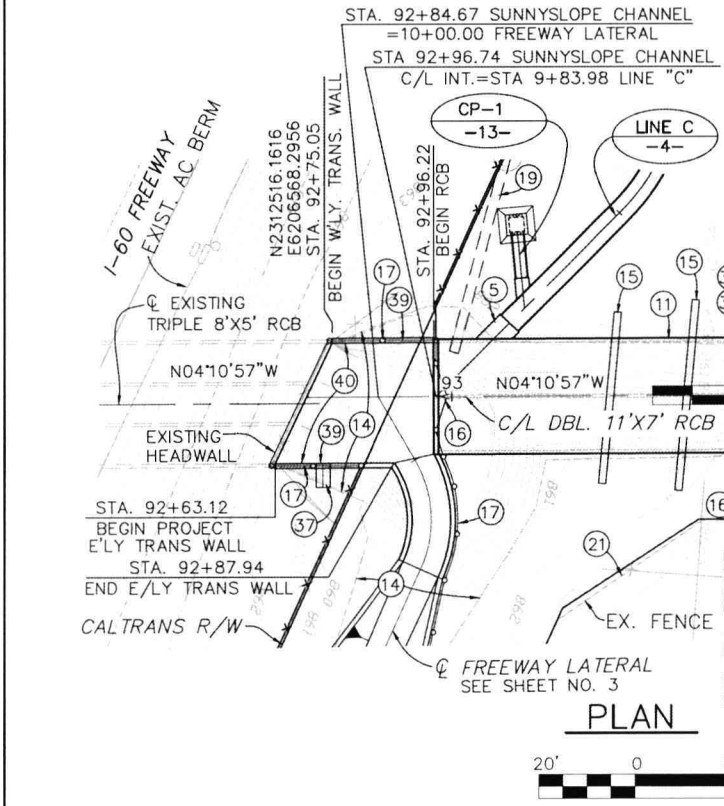
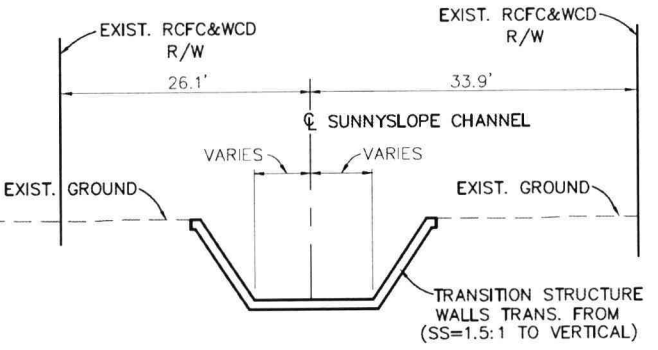
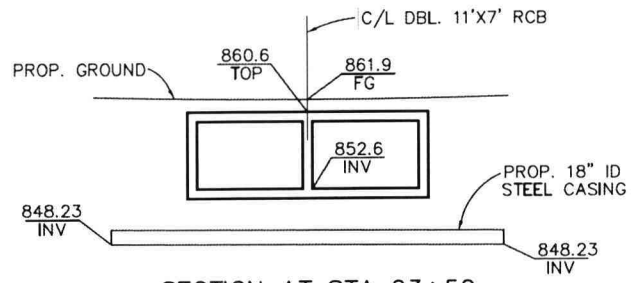
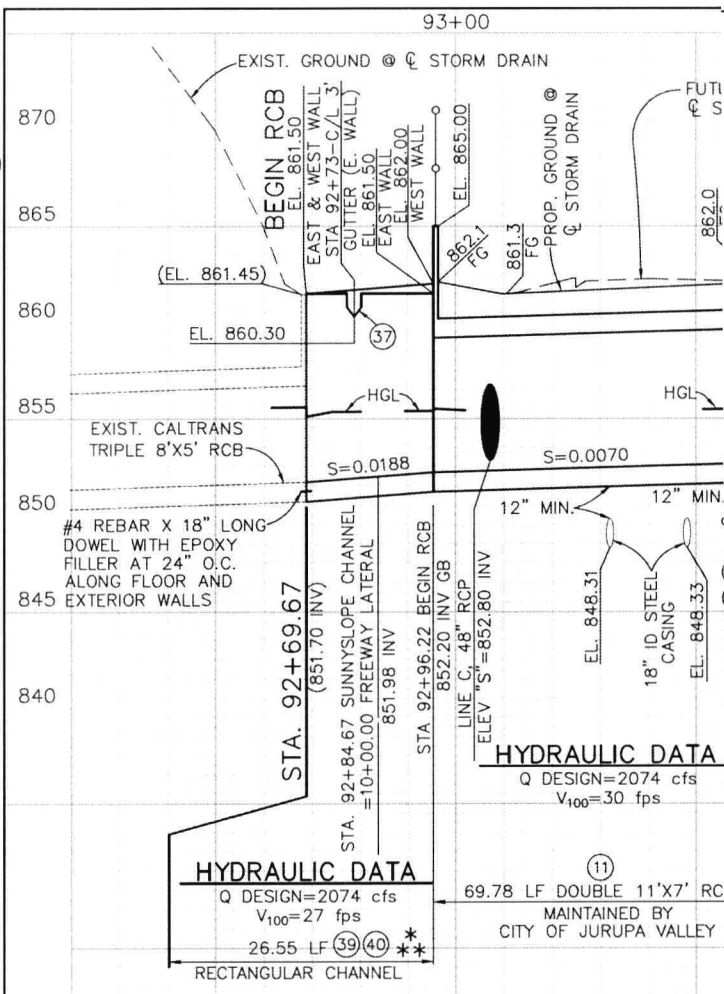


CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021

1527

	<p><b>PREPARED BY:</b>  <b>STEVENSON, PORTO &amp; PIERCE, INC.</b>          A LAND DEVELOPMENT SERVICES COMPANY          265 S. RANDOLPH AVENUE #105          BREA, CALIFORNIA 92821          PHONE: (714) 490-1500</p>	<p>Don't Dig...Until You Call U.S.A. Toll Free  <b>1-800-227-2611</b>          for the location          of buried          utility lines.          Don't disrupt          vital services.</p> <p>TWO WORKING DAYS BEFORE YOU DIG</p>	<p><b>PARAMOUNT ESTATES</b>  <b>MDP LINE 'C'</b></p> <p>TITLE SHEET</p>	<p>PROJECT NO.  <b>1-0-00266</b></p> <p>DRAWING NO.  <b>1-0732</b></p> <p>SHEET NO.  <b>1 OF 13</b></p>
	<p>09/28/2021          DATE</p>	<p>BY            MANAGER-CHIEF ENGINEER</p>		





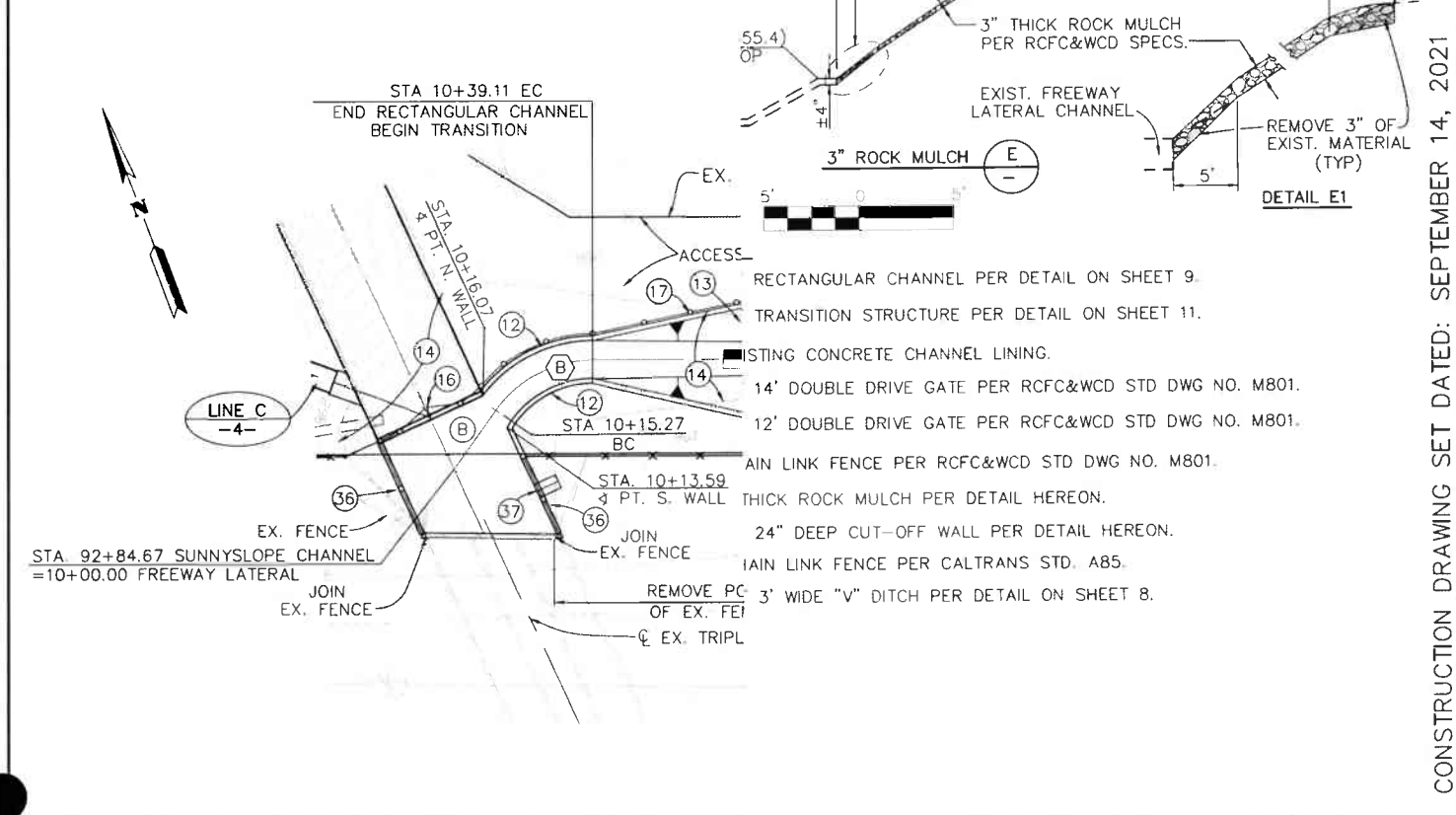
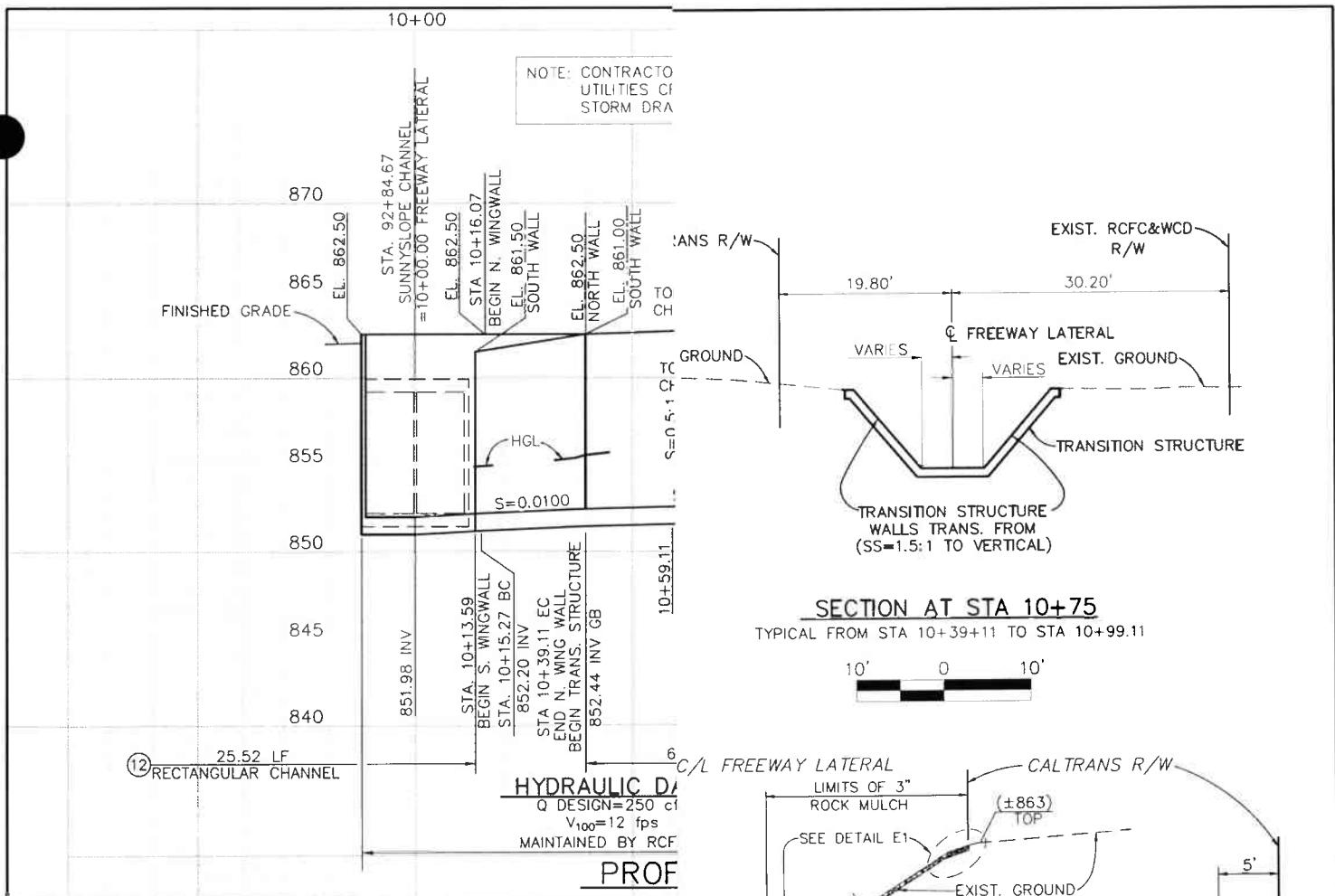
- NOTES**
- CONSTRUCT 24" RCP (CL IV).
  - CONSTRUCT JS NO. 1 PER RCFC&WCD STD DWG NO. JS226.
  - CONSTRUCT JS NO. 3 PER RCFC&WCD STD DWG NO. JS228.
  - CONSTRUCT DOUBLE 11'X7' RCB PER CALTRANS STD. PLAN D81 & D82.
  - CONSTRUCT TRANSITION STRUCTURE PER DETAIL ON SHEET 12.
  - REMOVE EXISTING CONCRETE CHANNEL LINING & LEGALLY DISPOSE OFF-SITE.
  - INSTALL 18" I.D. STEEL CASING (5/16" THICK).
  - CONSTRUCT 14' DOUBLE DRIVE GATE PER RCFC&WCD STD DWG NO. M801.
  - INSTALL CHAIN LINK FENCE PER RCFC&WCD STD DWG NO. M801.
  - CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. DWG. NO. M816.
  - REMOVE EXISTING STORM DRAIN CONDUIT & LEGALLY DISPOSE OFF-SITE.
  - EXISTING FENCE TO BE REMOVED.
  - PROTECT IN PLACE
  - CONSTRUCT 24" DEEP CUT-OFF WALL PER DETAIL ON SHEET 3.
  - INSTALL 6-4" PVC SLEEVES (SCHEDULE 80) (SEE TYP. JOINT TRENCH DETAIL HEREON)
  - INSTALL 1-4" PVC SLEEVE (PER GAS CO, SPEC-LABELED "GAS USE ONLY") (SEE TYP. JOINT TRENCH DETAIL HEREON)
  - CONSTRUCT 3' WIDE "V" DITCH PER DETAIL ON SHEET 8.
  - CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A, SEE DETAIL ON SHEET 10.
  - CONSTRUCT REINFORCED CONCRETE SLAB PER DETAIL ON SHEET 10.

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021

	PREPARED BY: <b>STEVENS ON, PORTO &amp; PIERCE, INC.</b> A LAND DEVELOPMENT SERVICES COMPANY 265 S. RANDOLPH AVENUE #105 BREA, CALIFORNIA 92821 PHONE: (714) 490-1500	Don't Dig...Until You Call U.S.A. Toll F 1-800-227-2 for the location of buried utility lines. Don't disrupt vital services.	<b>SUNNYSLOPE CHANNEL</b> <b>SUNNYSLOPE CHANNEL</b> STA. 92+69.67 TO 94+66.00	PROJECT NO. 1-0-00266 DRAWING NO. 1-0732 SHEET NO. 2 OF 13
	JIMMY C. CHEN R.C.E. #C51394	DATE 09/28/2021	DESIGN AND CONSTRUCTION 2/7/2021	







PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
 A LAND DEVELOPMENT SERVICES COMPANY  
 265 S. RANDOLPH AVENUE #105  
 BREA, CALIFORNIA 92621  
 P-ONE: (714) 490-1500

JIMMY C. CHEN  
 R.C.E. #C51394

09/28/2021  
 DATE



**SUNNYSLOPE CHANNEL**  
**FREEWAY LATERAL**  
 STA. 10+00 TO 10+99.11

PROJECT NO.  
 1-0-00266

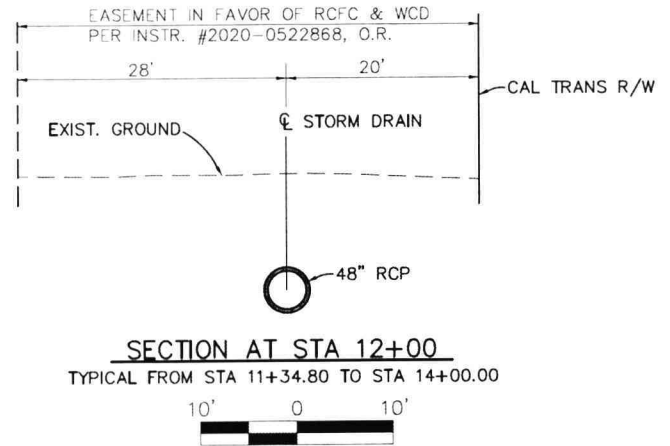
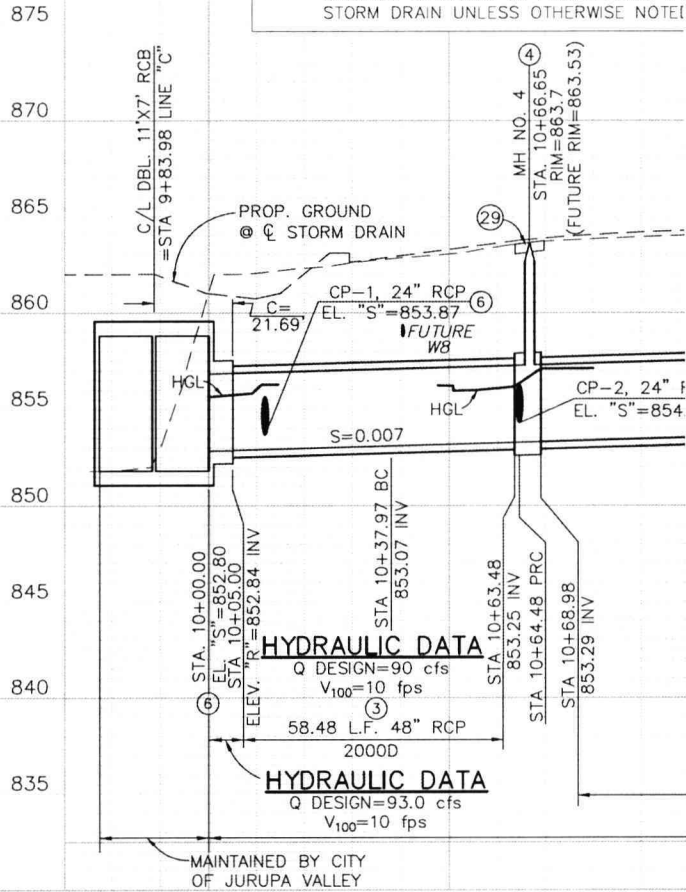
DRAWING NO.  
 1-0732

SHEET NO.  
 3 OF 13

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



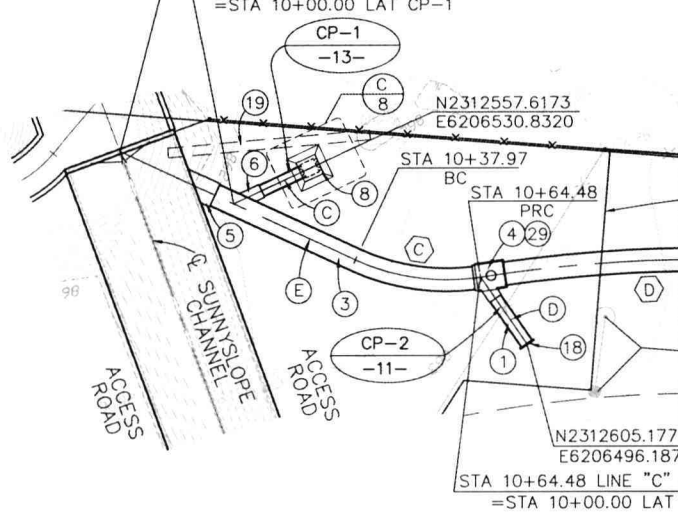
NOTE: CONTRACTOR SHALL PROTECT IN PLACE UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED



CURVE DATA	⊕	⊕	⊕
R	45.00'	301.00'	301.00'
Δ	33°44'52"	13°23'07"	02°07'20"
L	26.51'	70.32'	11.15'
T	13.65'	35.32'	5.58'
B.C.	STA. 10+37.97	STA. 10+64.48	STA. 13+83.92
E.C.	STA. 10+64.48	STA. 11+34.80	STA. 13+95.07
P.I.	NORTHING	6206515.1278	6206466.5302
	EASTING	2312587.3767	2312593.4037

STA 92+96.74 SUNNYSLOPE CHANNEL C/L INT.  
=STA 9+83.98 LINE "C"

STA 10+10 LINE "C" C/L INT.  
=STA 10+00.00 LAT CP-1



MANHOLE / JUNCTION STRUCTURE DATA					
LATERAL	⊕ STATION	WALL STATION	STRUCTURE	A	C
CP-1	10+10.00	10+11.68	JS NO. 2	50'	6.42'
CP-2	10+64.48	11+65.45	MH NO. 4	64'03"10"	5.42'

- NOTES**
- CONSTRUCT 24" RCP (CL IV).
  - CONSTRUCT 48" RCP (2000D).
  - CONSTRUCT MANHOLE NO. 4 PER RCFC&WCD STD DWG NO. MH254.
  - CONSTRUCT JS NO. 1 PER RCFC&WCD STD DWG NO. JS226.
  - CONSTRUCT JS NO. 2 PER RCFC&WCD STD DWG NO. JS227.
  - CONSTRUCT MODIFIED DROP INLET RCFC&WCD STD DWG NO. CB110 AND DETAILS ON SHEET 8.
  - CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. DWG. NO. M816.
  - REMOVE EXISTING STORM DRAIN CONDUIT & LEGALLY DISPOSE OFF-SITE.
  - PROTECT IN PLACE.
  - CONSTRUCT 6" X 6' SQUARE CONCRETE APRON WITH #4 BARS @ 12" O.C. EACH WAY.

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



PREPARED BY:  
**STEVENS, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
285 S. RANDOLPH AVENUE #105  
BREA, CALIFORNIA 92821  
PHONE: (714) 490-1500

*J. Chien* 09/28/2021  
DATE

JIMMY C. CHIEN  
R.C.E. #CS1394

Don't Dig...Until You Call U.S.A.  
1-800-22

for the job of buried utility lines  
NEVER DUG  
Don't dig until you call  
OF DESIGN AND CONSTRUCTION

9/27/2021  
TWO WORKING DAYS BEFORE

**PARAMOUNT ESTATES**  
**MDP LINE 'C'**

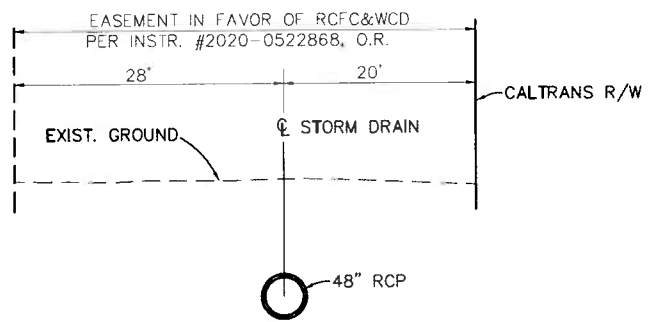
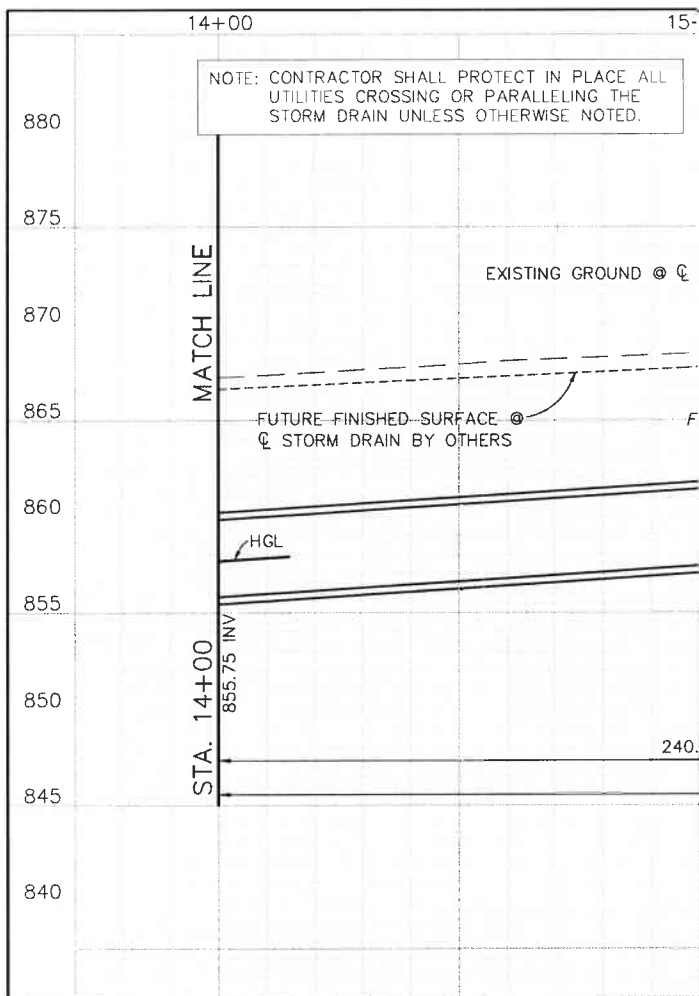
STA. 9+83.98 TO 14+00

PROJECT NO.  
1-0-00266

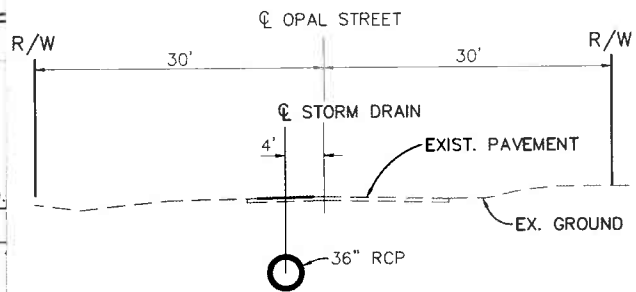
DRAWING NO.  
1-0732

SHEET NO.  
4 OF 13

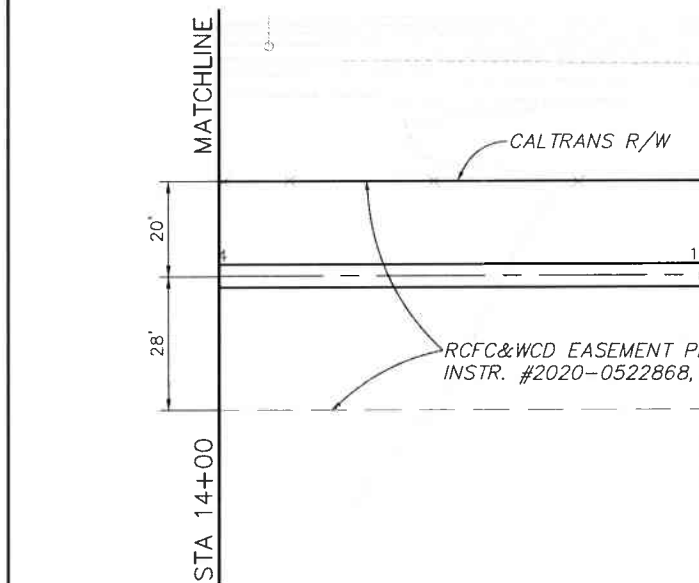
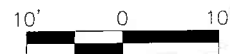




SECTION AT STA 16+00  
TYPICAL FROM STA 14+00 TO STA 16+28.02



SECTION AT STA 17+25  
TYPICAL FROM STA 16+94.22 TO STA 17+25



MANHOLE / JUNCTION STRUCTURE DATA					
LATERAL	CL STATION	WALL STATION	STRUCTURE	A	C
CP-3	16+50.69	16+49.61	MH NO. 4	45'	5.42'

LINE DATA		
LINE DATA	BEARING	LENGTH
(F)	N73°07'55"E	22.28'

**NOTES**

- 1) CONSTRUCT 24" RCP (CL IV).
- 2) CONSTRUCT 36" RCP (2000D).
- 3) CONSTRUCT 48" RCP (2000D).
- 4) CONSTRUCT MANHOLE NO. 4 PER RCFC&WCD STD DWG NO. MH254.
- 9) PARALLEL TRENCH BACKFILL & ROADWAY REPAIR PER R.C.T.D. STD. 818 (CASE 2).
- 23) PROTECT IN PLACE.
- 24) CONSTRUCT COMBINATION INLET CATCH BASIN NO. 2 PER R.C.T.D. STD. 302.
- 25) CONSTRUCT GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN PER R.C.T.D. 312.
- 27) CONSTRUCT 4" PCC PAVING PER DETAIL ON SHEET 7.
- 31) REMOVE EXISTING BARRICADE.

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
265 S. RANDOLPH AVENUE #105  
IRVINE, CALIFORNIA 92614  
PHONE: (714) 490-1500

*[Signature]* 09/28/2021  
DATE

Don't Dig, Until You Call U.S.A. 1-800-22

for the location of buried utility lines

Don't disturb vital services

DESIGNED BY: *[Signature]*  
DATE: 9/27/2021

OF DESIGN AND CONSTRUCTION

TWO WORKING DAYS BEFORE

**PARAMOUNT ESTATES**  
**MDP LINE 'C'**

STA. 14+00 TO 17+50

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 5 OF 13



18+00

NOTE: CONTRACTOR SHALL PROTECT IN PLACE A UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.

885  
880  
875  
870  
865  
860  
855  
850  
845

MATCH LINE

STA. 17+50

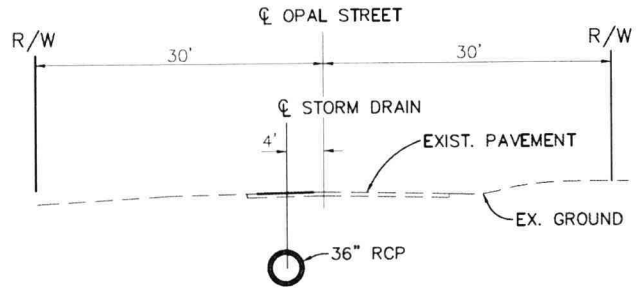
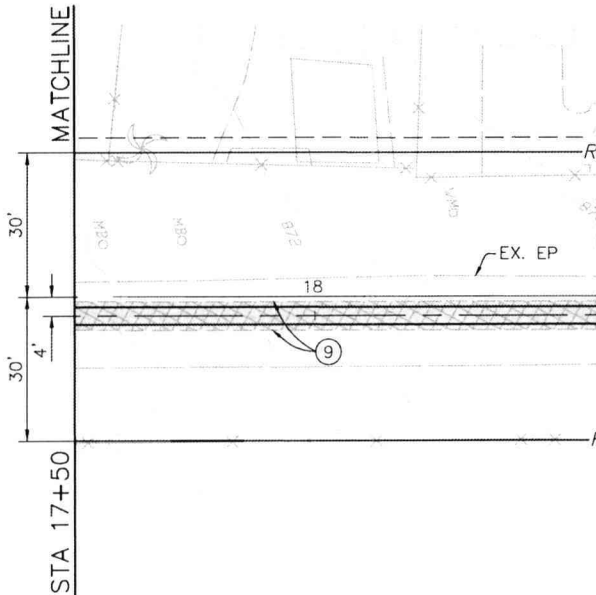
862.25 INV

MATCH LINE

STA. 17+50

MATCHLINE

STA. 17+50



SECTION AT STA 19+00  
TYPICAL FROM STA 17+25.00 TO STA 20+55.68



CURVE DATA		(G)
R		45.00'
Δ		87°08'35"
L		68.44'
T		42.81'
B.C.		STA. 20+55.68
E.C.		STA. 20+24.12
P.I.	NORTHING	2313227.8186
	EASTING	6206066.0727

LINE DATA		
LINE DATA	BEARING	LENGTH
(G)	N70°16'20"W	7.18'

**NOTES**

- 1) CONSTRUCT 36" RCP (2000D).
- 2) CONSTRUCT MODIFIED DROP INLET (W=PER PLAN) PER RCFC&WCD STD DWG NO. CB110.
- 3) PARALLEL TRENCH BACKFILL & ROADWAY REPAIR PER R.C.T.D. STD. 818 (CASE 2).
- 4) CONSTRUCT 14' DOUBLE DRIVE GATE PER RCFC&WCD STD DWG NO. M801.
- 5) CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG NO. M803.
- 6) PROTECT IN PLACE.



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
265 S. RANDOLPH AVENUE #105  
BREA, CALIFORNIA 92821  
PHONE: (714) 490-1500

*JChen* 09/28/2021 DATE

JIMMY C. CHEN  
R.C.E. #C51394

Don't Dig...Until You Call U.S.A. Toll Fr  
1-800-227-26

for the location  
of buried  
utility lines.

Don't disrupt  
vital services.

9/28/2021

SIGN AND CONSTRUCTION

**PARAMOUNT ESTATES**  
**MDP LINE 'C'**

STA. 17+50 TO 21+31.30

PROJECT NO.  
1-0-00266

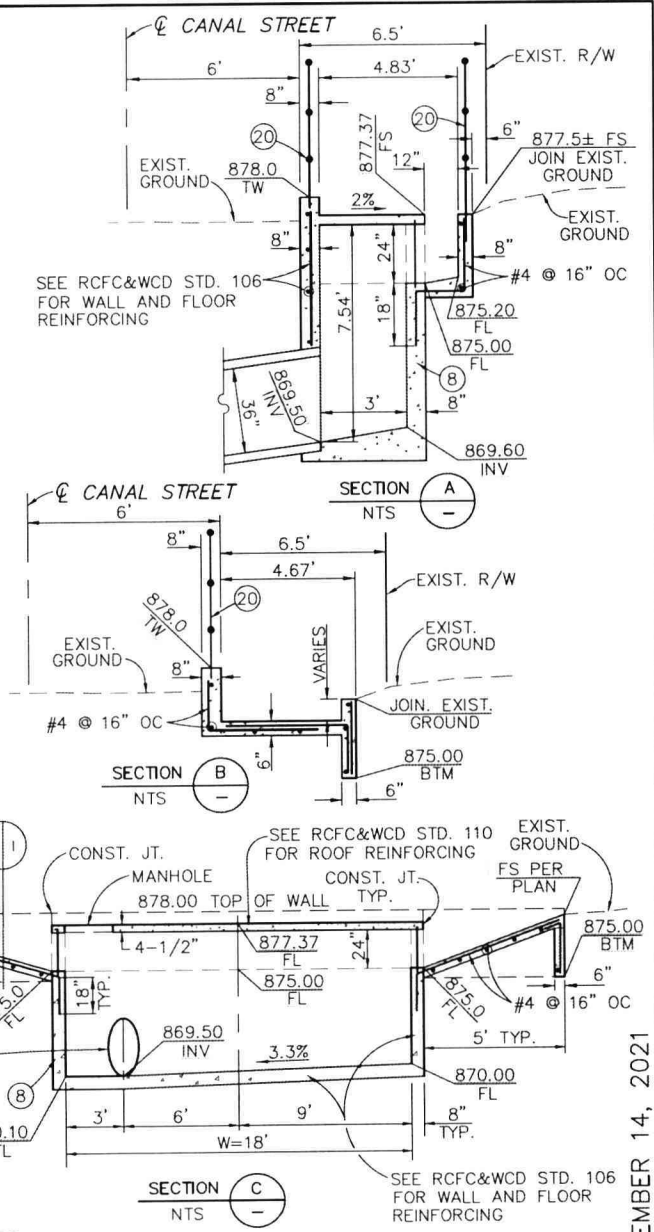
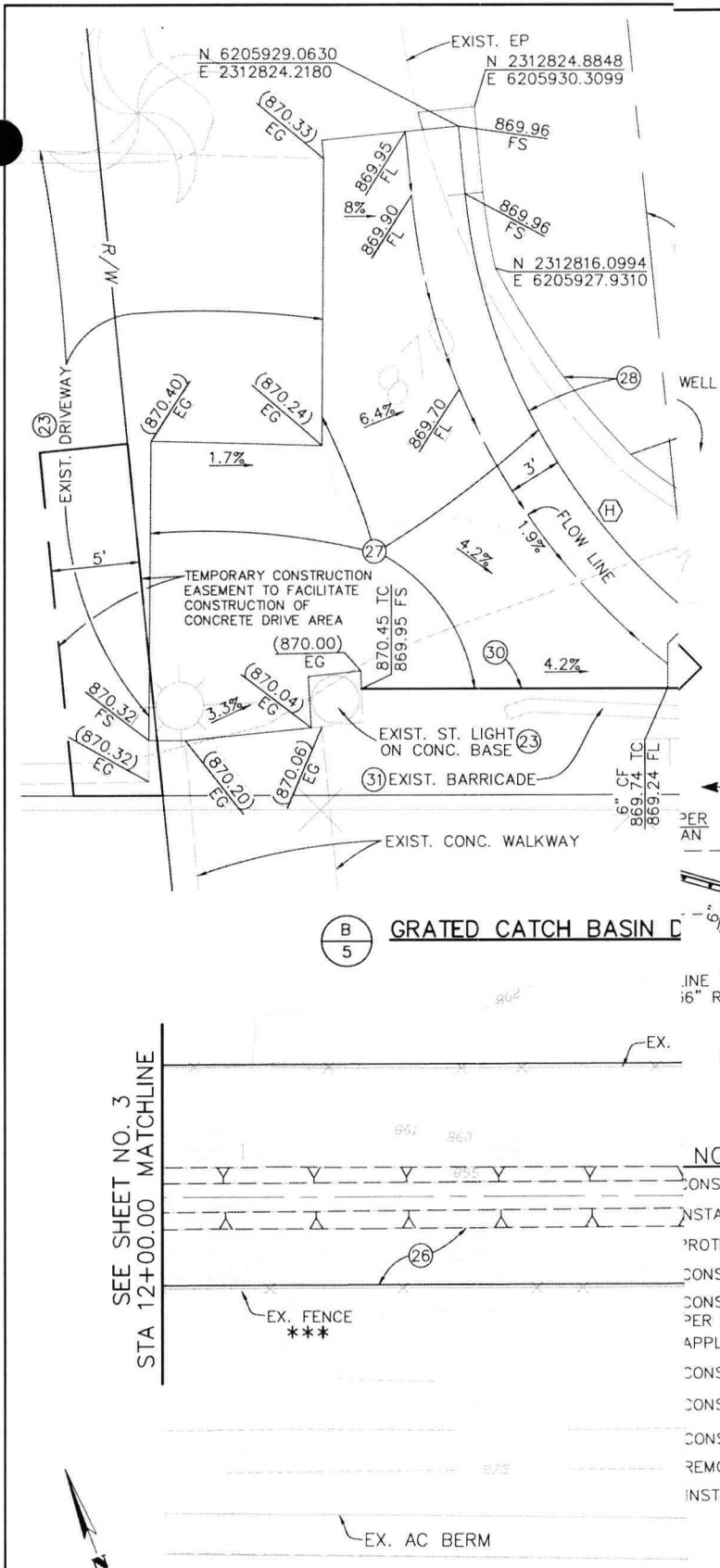
DRAWING NO.  
1-0732

SHEET NO.  
6 OF 13

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021







**GRATED CATCH BASIN D**

- NOTES**
- CONSTRUCT MODIFIED DROP INLET PER RCFC&WCD STD DWG NO. CB110.
  - INSTALL CABLE RAILING PER CALTRANS STD. PLAN B11-47.
  - PROTECT IN PLACE.
  - CONSTRUCT COMBINATION INLET CATCH BASIN NO. 2 PER R.C.T.D. STD. 302.
  - CONSTRUCT GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN PER R.C.T.D. 312.
  - APPLY 3" THICK ROCK MULCH PER DETAIL ON SHEET 3.
  - CONSTRUCT 4" PCC PAVING PER DETAIL HEREON.
  - CONSTRUCT 3" AC OVER 6" AB OVER COMPACTED NATIVE SOIL PER PLANS.
  - CONSTRUCT TYPE "D" CURB (6" CURB FACE) PER RCTD STD. DWG. NO. 204.
  - REMOVE EXISTING BARRICADE.
  - INSTALL L-1(CA) OBJECT MARKER PER M.U.T.C.D. SPECIFICATIONS.

SEE SHEET NO. 3  
STA 12+00.00 MATCHLINE

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



PREPARED BY:  
**STEVENS, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
285 S. RANDOLPH AVENUE #105  
BREA, CALIFORNIA 92821  
PHONE: (714) 490-1500

*J. Chen* 09/28/2021  
JIMMY C. CHEN R.C.E. #C51394 DATE

Don't Dig...Until You Call U.S.A. Toll Free 1-800-227-26

for the location of buried utility lines.

Don't disrupt vital services.

*[Signature]* SIGN AND CONSTRUCTION

TWO WORKING DAYS BEFORE YOU DIG /2021

**SUNNYSLOPE CHANNEL  
STAGE 5 & FWY. LATERAL  
DETAIL SHEET**

PROJECT NO.  
1-0-00266

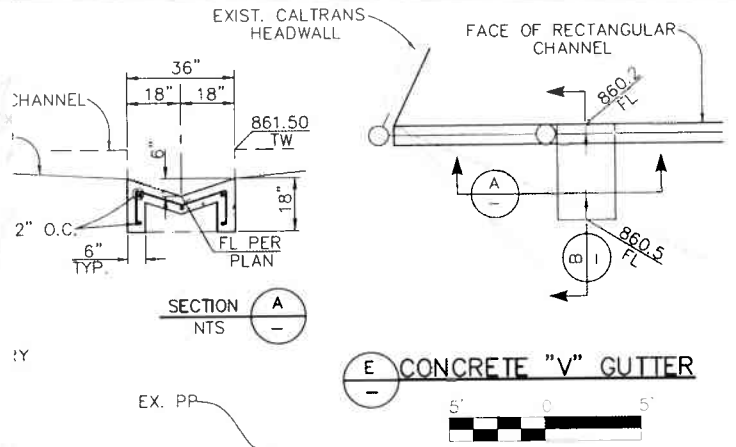
DRAWING NO.  
1-0732

SHEET NO.  
7 OF 13

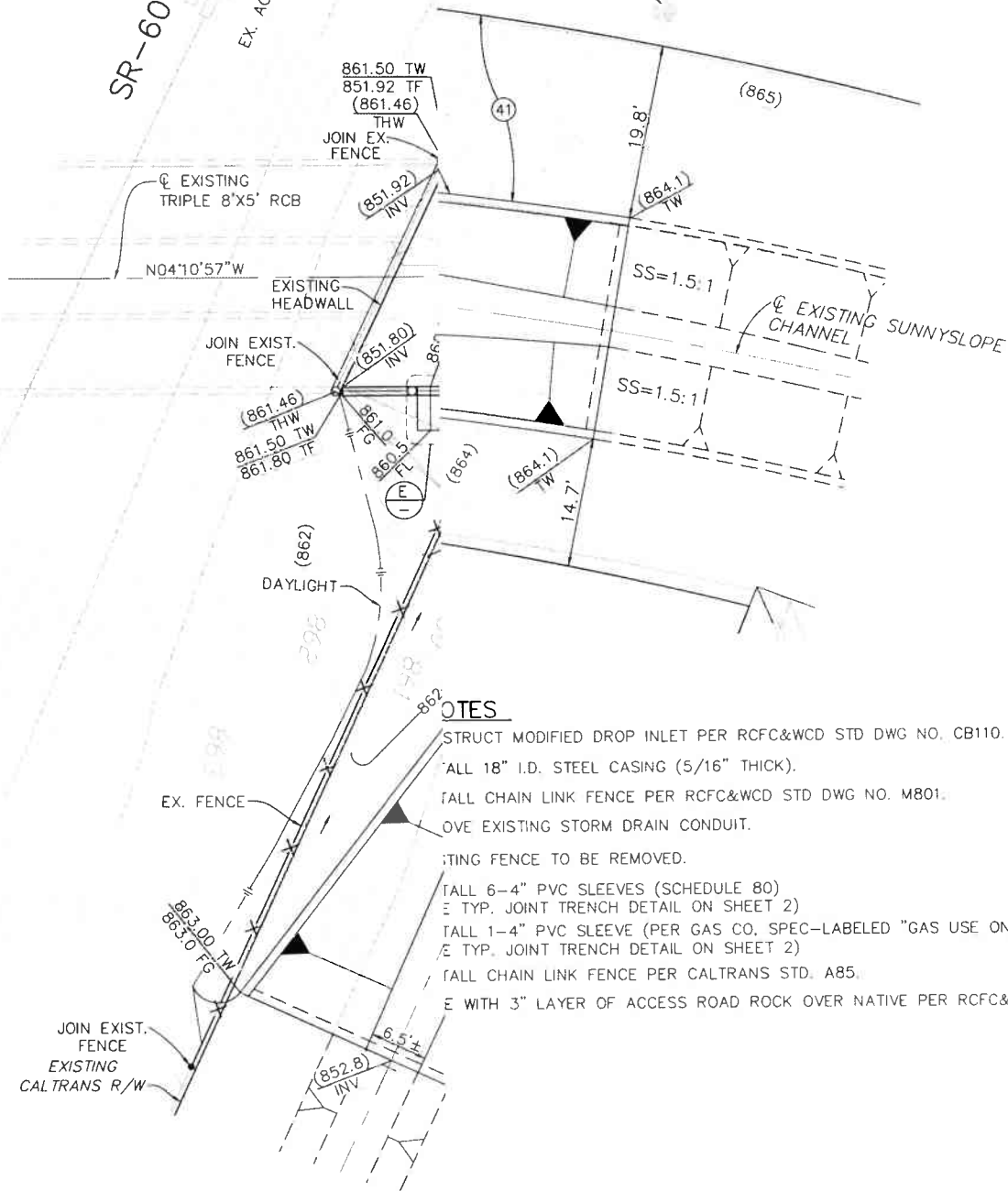


**PIPING COORDINATE CONTROL**

A	N= 2312579.54	E= 6206546.11
B	N= 2312595.62	E= 6206542.45
C	N= 2312608.6189	E= 6206542.7288
D	N= 2312578.7787	E= 6206582.1060
E	N= 2312594.7751	E= 6206582.4447
F	N= 2312607.7722	E= 6206582.7199



SR-60 FREEWAY



**NOTES**

- STRUCTURE MODIFIED DROP INLET PER RCFC&WCD STD DWG NO. CB110.
- ALL 18" I.D. STEEL CASING (5/16" THICK).
- FALL CHAIN LINK FENCE PER RCFC&WCD STD DWG NO. M801.
- REMOVE EXISTING STORM DRAIN CONDUIT.
- EXISTING FENCE TO BE REMOVED.
- FALL 6-4" PVC SLEEVES (SCHEDULE 80) WITH TYP. JOINT TRENCH DETAIL ON SHEET 2)
- FALL 1-4" PVC SLEEVE (PER GAS CO. SPEC-LABELED "GAS USE ONLY") WITH TYP. JOINT TRENCH DETAIL ON SHEET 2)
- FALL CHAIN LINK FENCE PER CALTRANS STD. A85.
- REMOVE WITH 3" LAYER OF ACCESS ROAD ROCK OVER NATIVE PER RCFC&WCD SPECS.

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
 A LAND DEVELOPMENT SERVICES COMPANY  
 265 S. RANDO PAVILION #105  
 BREA, CALIFORNIA 92821  
 P-O-N-E: (714) 490-1500

*[Signature]* 09/28/2021  
 JIMMY C. CHEN R.C.E. #CS1394 DATE

Don't Dig...Until You Call U.S.A. 1-800-227-  
 for the loc of buried utility lines. **VED BY:**  
 Don't disrupt vital services. **DESIGN AND CONSTRUCTION**  
 9/27/2021  
 TWO WORKING DAYS BEFORE

**SUNNYSLOPE CHANNEL  
 STAGE 5 & FWY. LATERAL  
 GRADING IMPROVEMENT PLAN AND  
 DETAIL SHEET**

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 8 of 13



**FREWEA**

RECTANGULAR CHANNEL	
STATION	
FROM	
10+16.07	
10+13.59	

SHALL BE CLASS "A"

**FREWEAY**

SLAB SYMMETRICALLY ABOUT CENTERLINE. PLACE BARS IN WALLS 2 INCHES OF CLEAR COVER.

DATA	CHANNEL
	A (NORTH)
WIDTH	8'
HEIGHT	10.3' (MAX)
WALL T1	14"
BOTTOM SLAB T2	18"
HEEL Z	12"
A BAR	#7 @ 6"
C BAR	#5 @ 11"
F BAR	#6 @ 11"

EL SHALL BE 2 INCHES FOR WALLS AND 3 INCHES EACH FACE FOR BACK OF BAR BEND.

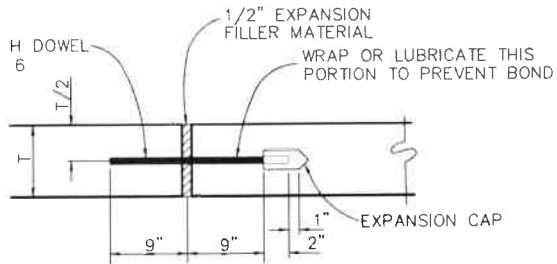
CURVES, STRAIGHT TRAVERSE BARS SHALL BE ALIGNED RADIALLY TO THE FACE OF WALL. FOR L-BARS IN WALLS, SPACING SHALL BE THE VERTICAL LEGS OF BARS.

CONSTRUCTION JOINTS SHALL BE IN VERTICAL PLANE NORMAL TO THE SPACING THEREOF SHALL NOT EXCEED 50 FEET OR BE LESS THAN 10 FEET.

KEYWAYS SHALL BE CONSTRUCTED AS SHOWN IN DETAIL A. TRANSVERSE STEEL SHALL BE PLACED 3 INCHES FROM EACH END AND LONGITUDINAL STEEL WILL NOT BE CONTINUOUS THROUGH THE JOINT.

EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN REINFORCED CONCRETE BOX SECTION AS SHOWN IN DETAIL B. REINFORCED CONCRETE SHALL BE PLACED AT 12 INCHES SPACING CENTERED IN THE MIDDLE THIRD OF THE TOP THIRD OF SIDE WALLS. A MINIMUM OF 3 DOWELS PER JOINT SHALL BE PLACED.

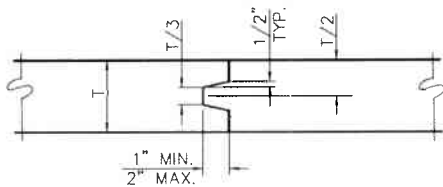
FORMED AS SHOWN IN BOTH WALLS AT THE SPACING OF 10 FEET. 1" OF FILTER MATERIAL WRAPPED IN FILTER FABRIC PLACED AT EACH HOLE. SUBJECT TO APPROVAL BY THE ENGINEER.



**TRANSVERSE EXPANSION JOINT  
DETAIL "B"** NTS

**DESIGN DATA:**

LIVE LOAD: HS-20 TRUCK LOAD, 175 PCF  
 SOIL DENSITY: 129 PCF  
 $f'_c = 6,000$   
 $f_y = 60,000$



**TRANSVERSE CONSTRUCTION JOINT  
DETAIL "A"** NTS

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
 LAND AND DEVELOPMENT SERVICES COMPANY  
 265 S. RANDOLPH AVENUE #105  
 BREMERTON, CALIFORNIA 92821  
 PHONE: (714) 490-1500

*J Chen*  
 JIMMY C. CHEN  
 R.C.E. #CS1394

09/28/2021  
 DATE

Don't Dig... Until You Call U.S.A. Toll Free  
 1-800-227-2666  
 for the location of buried utility lines  
 Don't disrupt vital services.

*[Cartoon character]*  
 NO WORKING DAYS BEFORE YOU DIG

*[Signature]*  
 SIGN AND CONSTRUCTION  
 /2021

**FREWEAY LATERAL  
DETAIL SHEET**

PROJECT NO.  
 1-0-00266

DRAWING NO.  
 1-0732

SHEET NO.  
 9 OF 13



**SUNNYSLOPE CHANNEL**

RECTANGULAR CHANNEL LOCATION SCHEDULE

STATION	CHANNEL SECTION
FROM	TO
92+75.05	92+96.22
92+63.12	92+87.94
	A (WEST) *
	B (EAST) *

\* CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.

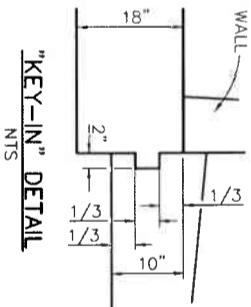
SLAB SPLICES

BAR	LENGTH	SEC	REMARK
#4	15"	-	SPLICE LENGTH
#5	18"	-	SPLICE LENGTH
#6	22"	-	SPLICE LENGTH
#7	25"	-	SPLICE LENGTH
#8	30"	-	SPLICE LENGTH

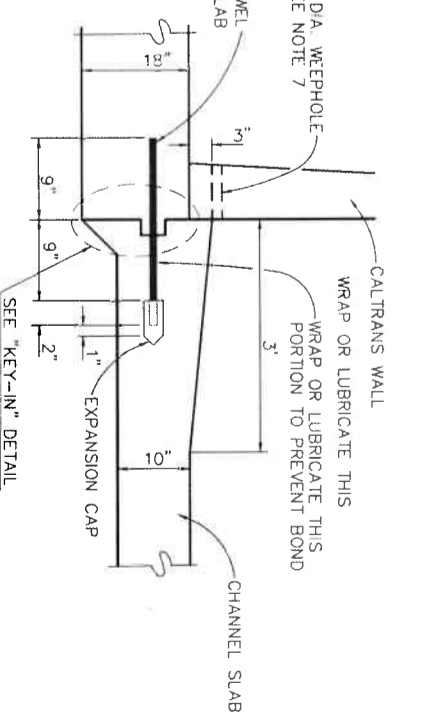
- NOTES**
- STRUCTURAL CONCRETE SHALL BE CLASS "A"
  - PLACE BARS IN BOTTOM SLAB SYMMETRICALLY ABOUT CENTERLINE. PLACE BARS IN WALLS STARTING AT TOP WITH 2 INCHES OF CLEAR COVER.
  - CLEAR COVER FOR STEEL SHALL BE 2 INCHES FOR WALLS AND 3 INCHES EACH FACE FOR THE BOTTOM SLAB.
  - STEEL DIMENSIONED TO BACK OF BAR BEND.
  - FOR CONSTRUCTION OF CURVES, STRAIGHT TRAVERSE BARS SHALL BE ALIGNED RADIALLY WITH SPACING MEASURED AT THE FACE OF WALL FOR L-BARS IN WALLS. SPACING SHALL BE MEASURED BETWEEN THE VERTICAL LEGS OF BARS.
  - ALL TRANSVERSE CONSTRUCTION JOINTS SHALL BE IN VERTICAL PLANE NORMAL TO THE CENTERLINE AND THE SPACING THEREOF SHALL NOT EXCEED 50 FEET OR BE LESS THAN 10 FEET. CONTINUOUS KEYS SHALL BE SHOWN IN DETAIL "A". A COMPLETE CURTAIN OF TRANSVERSE STEEL SHALL BE PLACED 3 INCHES FROM EACH FACE OF THE JOINTS AND LONGITUDINAL STEEL WILL NOT BE CONTINUOUS THROUGH THE JOINTS. IN ADDITION, EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN REINFORCED CONCRETE CHANNEL AND REINFORCED CONCRETE BOX SECTION AS SHOWN IN DETAIL "B". DOWELS SHALL BE PLACED AT 12 INCHES SPACING CENTERED IN THE MIDDLE THIRD OF THE BOTTOM SLAB AND THE TOP THIRD OF SIDE WALLS. A MINIMUM OF 3 DOWELS PER SLAB AND WALL SHALL BE PLACED.
  - WEEPHOLES SHALL BE FORMED AS SHOWN IN BOTH WALLS AT THE SPACING OF 10 FEET WITH ONE CUBIC FOOT OF FILTER MATERIAL WRAPPED IN FILTER FABRIC PLACED AT EACH HOLE.
  - ALL SPLICES ARE SUBJECT TO APPROVAL BY THE ENGINEER.

**DESIGN DATA:**  
 LIVE LOAD: HS-20 TRUCK LOAD, 175 PCF  
 SOIL DENSITY: 129 PCF  
 f'c = 6,000  
 fy = 60,000

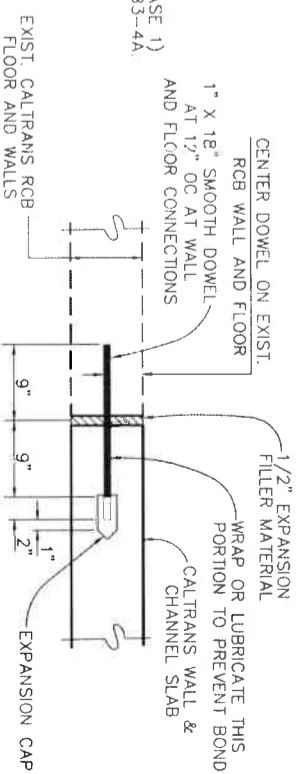
**"KEY-IN" DETAIL**  
NTS



1" X 18" SMOOTH DOWEL TO BE CENTERED ON SLAB  
 SEE NOTE 6

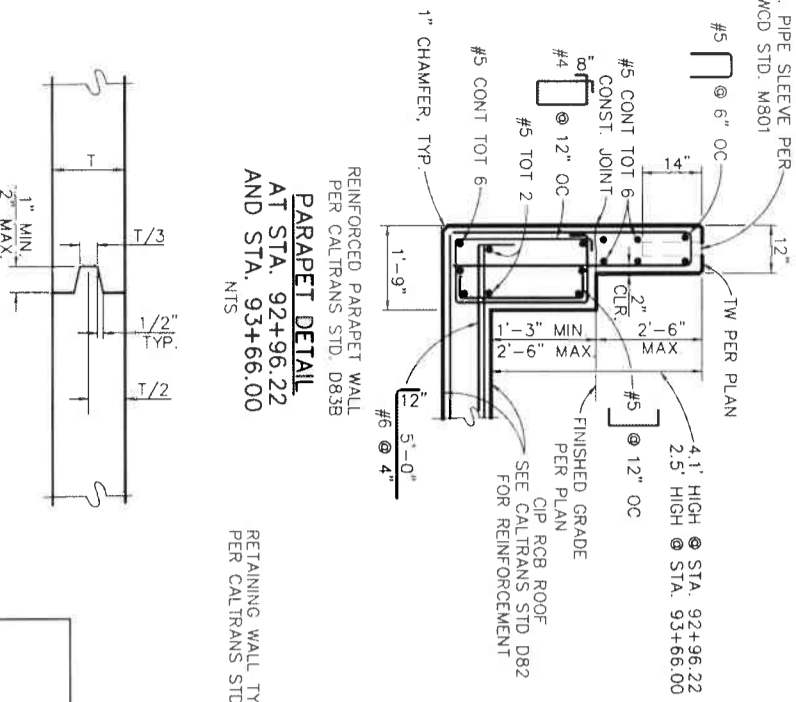


**TRANSVERSE EXPANSION JOINT DETAIL "B"**  
NTS

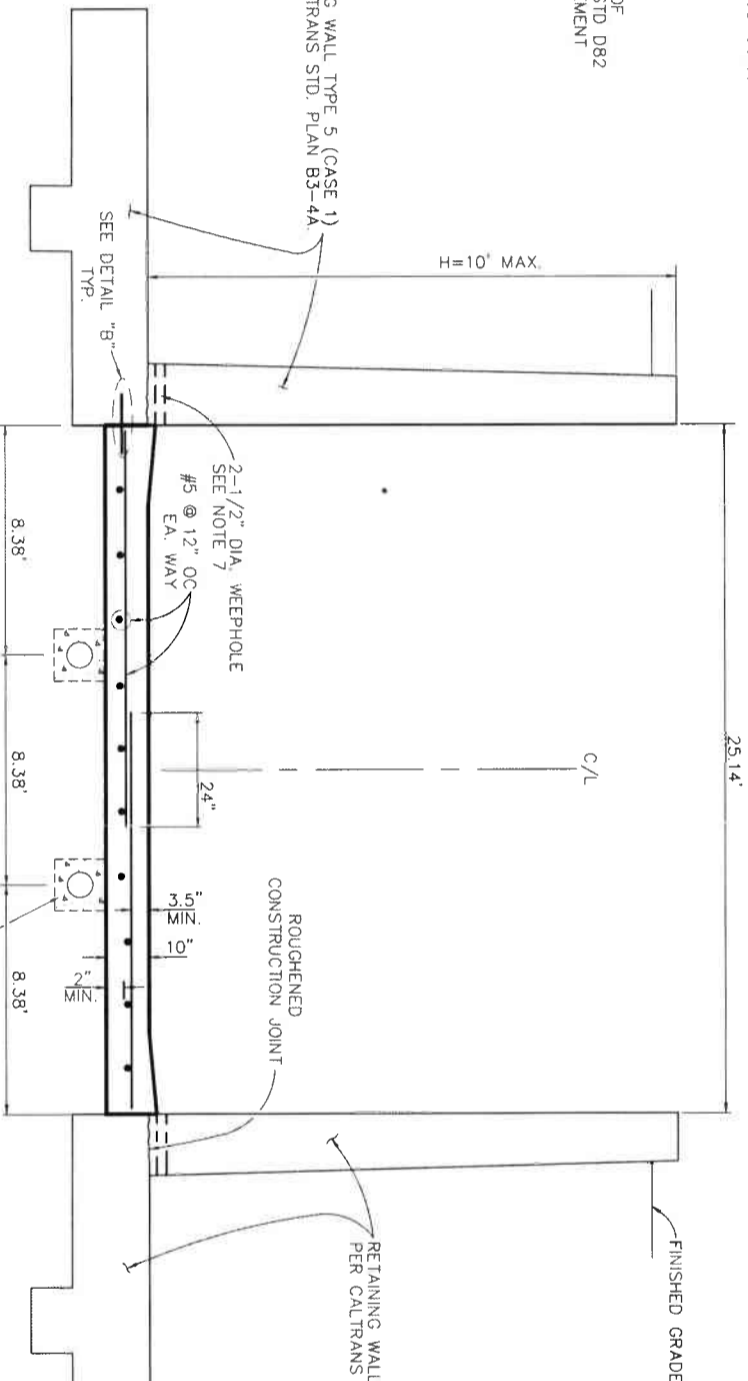


**TRANSVERSE EXPANSION JOINT CONNECTION TO EXISTING CALTRANS RCB**  
NTS

REINFORCED PARAPET WALL PER CALTRANS STD. D83B  
**PARAPET DETAIL**  
 AT STA. 92+96.22 AND STA. 93+66.00  
 NTS



**TRANSVERSE CONSTRUCTION JOINT DETAIL "A"**  
NTS



**TYPICAL SLAB SECTION BETWEEN CALTRANS WALL LOOKING DOWN STREAM BETWEEN**  
NTS

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 NO. 63384  
 DATE: 09/28/2021

PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
 285 S. RANDOLPH AVENUE, SUITE 705  
 P.O. BOX 1714  
 SAN JOSE, CA 95131  
 (415) 434-1533

DATE: 09/28/2021

Don't Dig, Let Us Do U.S.A. Toll Free  
 1-800-227-2800

for the location of your project, call us at 1-800-227-2800

Don't dig, let us do it for you. No digging, no digging, no digging.

BENCH MARK  
 B.M. NO. 11-0717  
 FOUND 2" BRASS DISK STAFFED  
 IN CONCRETE TUSH IN  
 INTERSECTION OF  
 BOULEVARD AND PACIFIC AVENUE  
 ELEVATION 837.818 NAVD88

REVISIONS

NO.	DESCRIPTION	DATE	APPROVED
1	ISSUED FOR PERMITS	09/22/2021	[Signature]

CITY OF JURUPA VALLEY APPROVALS

RECORDS NEEDED

DATE: 09/22/2021

APPROVED BY: [Signature]

DESIGNED BY: JC/AL

DATE: 09/22/2021

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APPROVED BY: [Signature]

DATE: 9/27/2021

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 10 OF 13

**SUNNYSLOPE CHANNEL**  
 STAGE 5  
 DETAIL SHEET

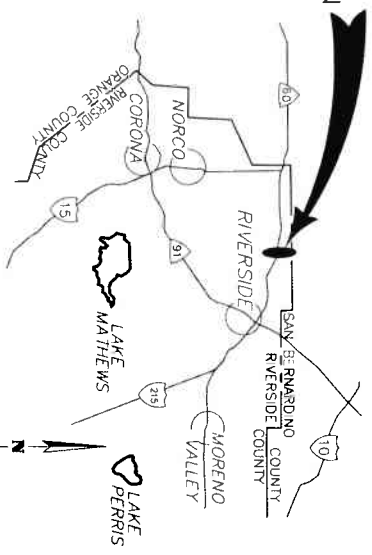
CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021





# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PROJECT LOCATION



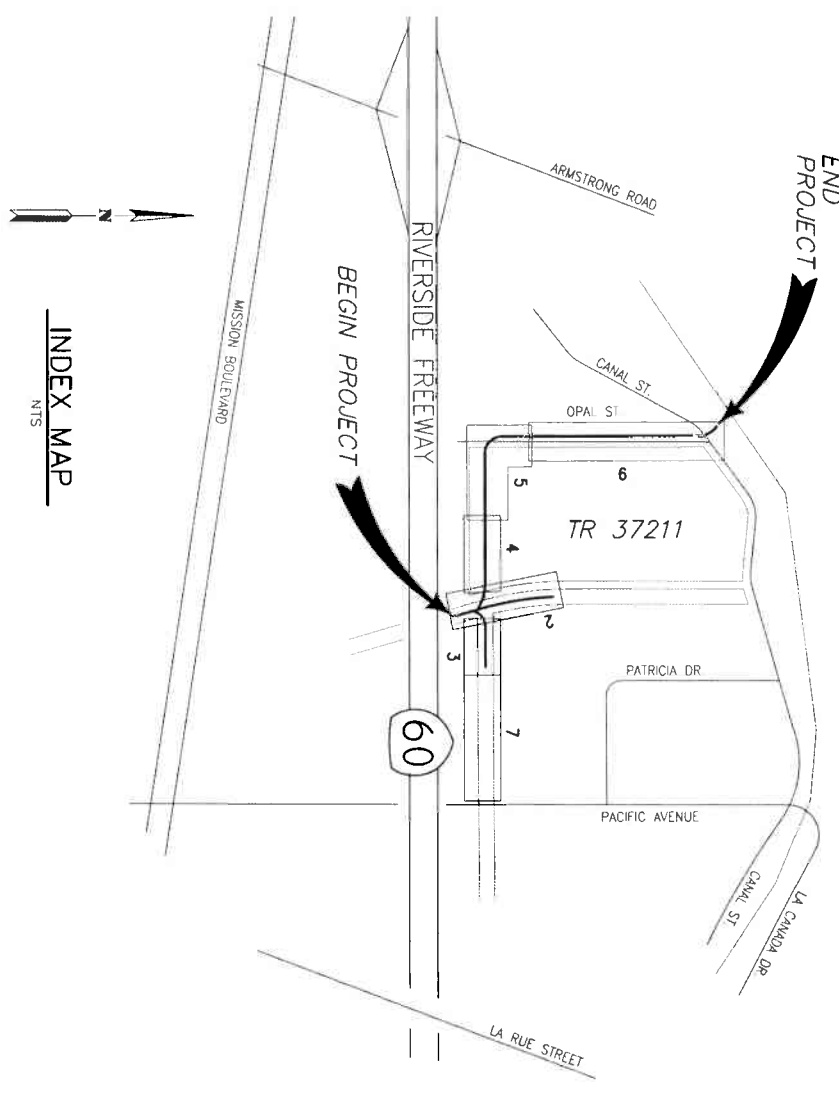
VICINITY MAP  
NTS

INDEX

TITLE SHEET  
PLAN & PROFILE  
GRADING IMPROVEMENT PLAN & DETAILS  
STRUCTURAL DETAILS  
CONNECTOR PIPE DETAILS  
TRAFFIC CONTROL PLANS

### RCFC&WCD STANDARD DRAWINGS

SHEET NO.:	TCI OF TCI
1	
2-6	
7-8	
9-12	
13	



INDEX MAP  
NTS

CB 103	MANHOLE FRAME AND COVER
CB 110	CONCRETE DROP INLET
JS 226	JS NO. 1
JS 227	JS NO. 2
JS 228	JS NO. 3
MH 254	MANHOLE NO. 4
MH 257	MANHOLE SHAFT FOR CAST PIPE
MH 259	STANDARD DROP STEP
MH 260	24" MANHOLE FRAME AND COVER
CH 327	RECTANGULAR CHANNEL DETAILS
CH 329	TRANSITION STRUCTURAL DETAILS
M 801	CHAIN LINK FENCE AND GATE DETAILS
M 803	CONCRETE COLLAR FOR PIPE
M 814	ABBREVIATIONS AND SYMBOLS
M 815	EXCAVATION AND BACKFILL PAY LINES
M 816	CONCRETE BULKHEAD
M 819	MAXIMUM CHORD LENGTHS FOR CURVED SECTIONS
<b>CALTRANS STANDARDS</b>	
A85	CHAIN LINK FENCE
B3-4A	RETAINING WALL TYPE 5 (CASE 1)
D81	CAST IN PLACE REINFORCED CONCRETE DOUBLE BOX CULVERT
D82	CAST IN PLACE REINFORCED CONCRETE DOUBLE BOX CULVERT
B11-47	CABLE RAILING
<b>COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT</b>	
818	TRENCH BACKFILL AND ROADWAY REPAIR
<b>RIVERSIDE COUNTY TRANSPORTATION DEPT.</b>	
204	TYPE "D" CURB (6" CURB FACE)
302	COMBINATION INLET CATCH BASIN NO. 2
312	GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN

CALTRANS ENCROACHMENT PERMIT NO. 08-20-N-DD-1527

### GENERAL NOTES

- EXCAVATION AND BACKFILL PAYLINES ARE SHOWN ON THE RCFC&WCD STANDARD DRAWING MB15, UNLESS SHOWN OTHERWISE ON THESE PLANS.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION.
- ALL CHANNEL/STORM DRAIN REFERENCES AND CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
- TOPOGRAPHY BY DIGITAL PHOTOGRAMMETRIC METHODS. AERIAL PHOTOGRAPHS TAKEN AT AN ALTITUDE NOT TO EXCEED A FLYING HEIGHT TO CONTOUR INTERVAL RATIO OF 1800. PHOTOGRAPHY DATED 8/1/2016.
- THE VERTICAL DATUM IS DERIVED FROM NAVD 88 (COH 88). THE HORIZONTAL DATUM IS DERIVED FROM NAD83(YEAR) EPOCH 2010.0, AND CALIFORNIA STATE PLANE, ZONE 6.
- STANDARD DRAWINGS CALLED FOR ON THE PLAN & PROFILE SHALL CONFORM TO RCFC&WCD STD DRAWINGS, OR CALTRANS/CITY/COUNTY STANDARD PLANS.
- ELEVATIONS AND LOCATIONS OF UTILITIES WERE OBTAINED FROM AVAILABLE INFORMATION AND ARE SHOWN APPROXIMATELY ON THESE PLANS. 48 HOURS BEFORE EXCAVATION CALL UNDERGROUND SERVICE ALERT AT 1-800-227-2800. ALL UTILITIES SHALL BE PROTECTED IN PLACE EXCEPT AS NOTED ON PLANS AND SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
- ALL OPENINGS RESULTING FROM CUTTING OR PARTIAL REMOVAL OF EXIST. CULVERTS, PIPES, OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED AT BOTH ENDS WITH 6" MINIMUM CLASS "B" CONCRETE.
- UNLESS OTHERWISE SPECIFIED, MINIMUM STREET RECONSTRUCTION SHALL BE 3" TYPE "B" HOT ASPHALT MIX OVER 6" CLASS 2 AGGREGATE BASE OR AS SPECIFIED BY THE ENGINEER.
- ALL RECONSTRUCTION, RESURFACING AND PAVEMENT DELINEATION, CURBS, SIDEWALKS AND OTHER IMPROVEMENTS ARE TO BE RECONSTRUCTED IN KIND AT THE SAME LOCATIONS AND ELEVATIONS AS THE EXISTING IMPROVEMENTS, UNLESS OTHERWISE NOTED.
- INDICATES APPROX. SOIL BORING LOCATION PER SOILS REPORT DATED 2/4/2020.
- THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO A MINIMUM OF 1-1/2 INCHES OVER THE REINFORCING AND INCREASED TO A MINIMUM OF 3-1/2 INCHES OVER REINFORCING FOR BOX CULVERT WHEN DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE F'c=5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND F'c=6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.
- ACCESS FOR THE WORK IS ONLY AUTHORIZED WITHIN THE IDENTIFIED PUBLIC ROAD RIGHT OF WAY. NO IMPACTS OR ACCESS IS AUTHORIZED OUTSIDE THESE LIMITS.
- INDICATES UTILITY POT HOLE LOCATION AS NOTED ON PLAN.

### CITY OF JURUPA VALLEY APPROVALS

REVISIONS	DESCRIPTION	APPR.	DATE

RECOMM. NO. 09/22/2021  
DATE

DESIGNED BY: JC/HAL  
DRAWN BY: SL/SR  
DATE: JULY 2020  
DATE: 9/17/2021

APPROVED BY: [Signature]  
DATE: 9/14/2021

PARAMOUNT ESTATES  
MDP LINE 'C'  
TITLE SHEET

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 1 OF 13



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
10000 BERT A. CHURCH AVE. SUITE 200  
RIVERSIDE, CA 92504  
PHONE: (714) 960-1300  
DATE: 09/28/2021

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1-800-227-2800  
For more information  
on our services  
visit us at  
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BENCH MARK  
B.M. NO. 11-0717  
FOUND 2" BRASS DISK STAMPED  
"B.M. 11-0717"  
CONCRETE FLUSH THE  
SURFACE OF THE DISK  
BOULEVARD AND PACIFIC AVENUE.  
ELEVATION 837.818 NAVD88

REV.	DESCRIPTION	APPR.	DATE

RECOMM. NO. 09/22/2021  
DATE

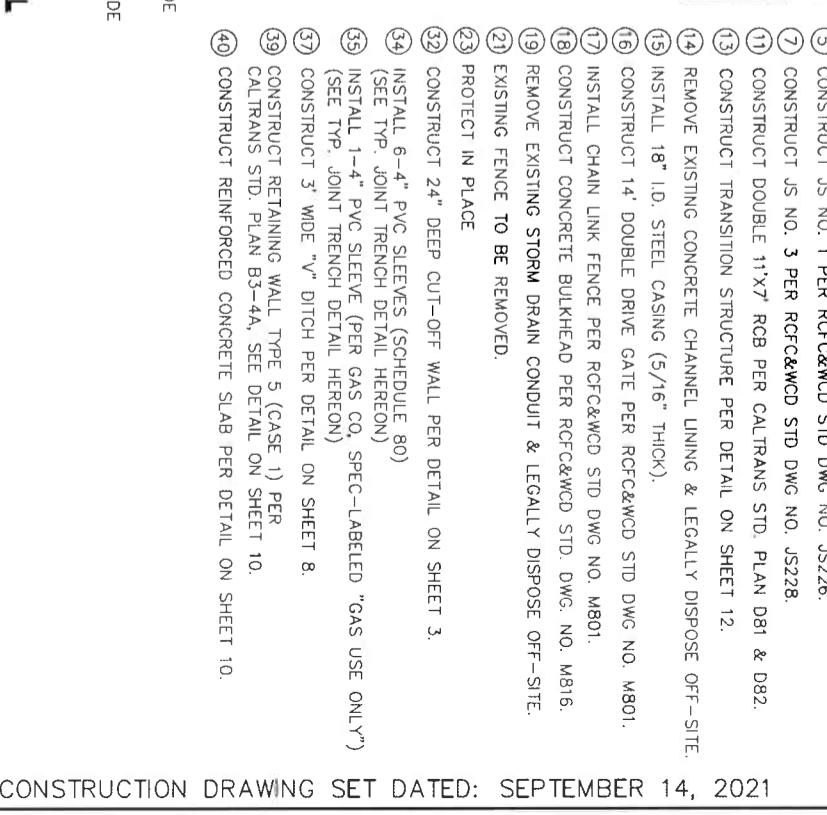
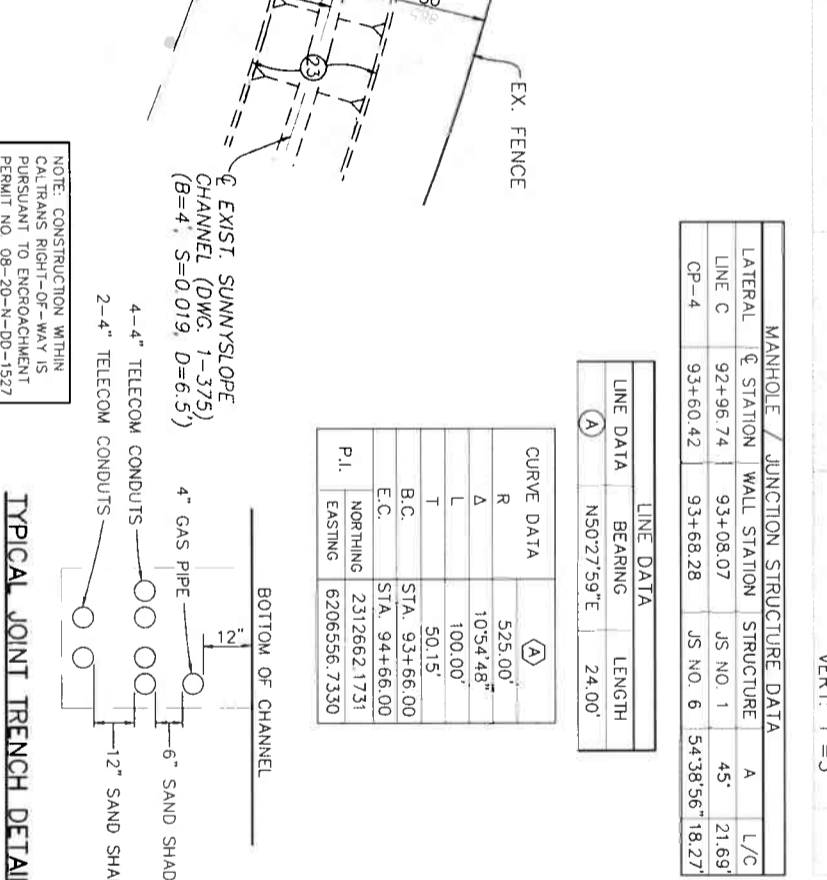
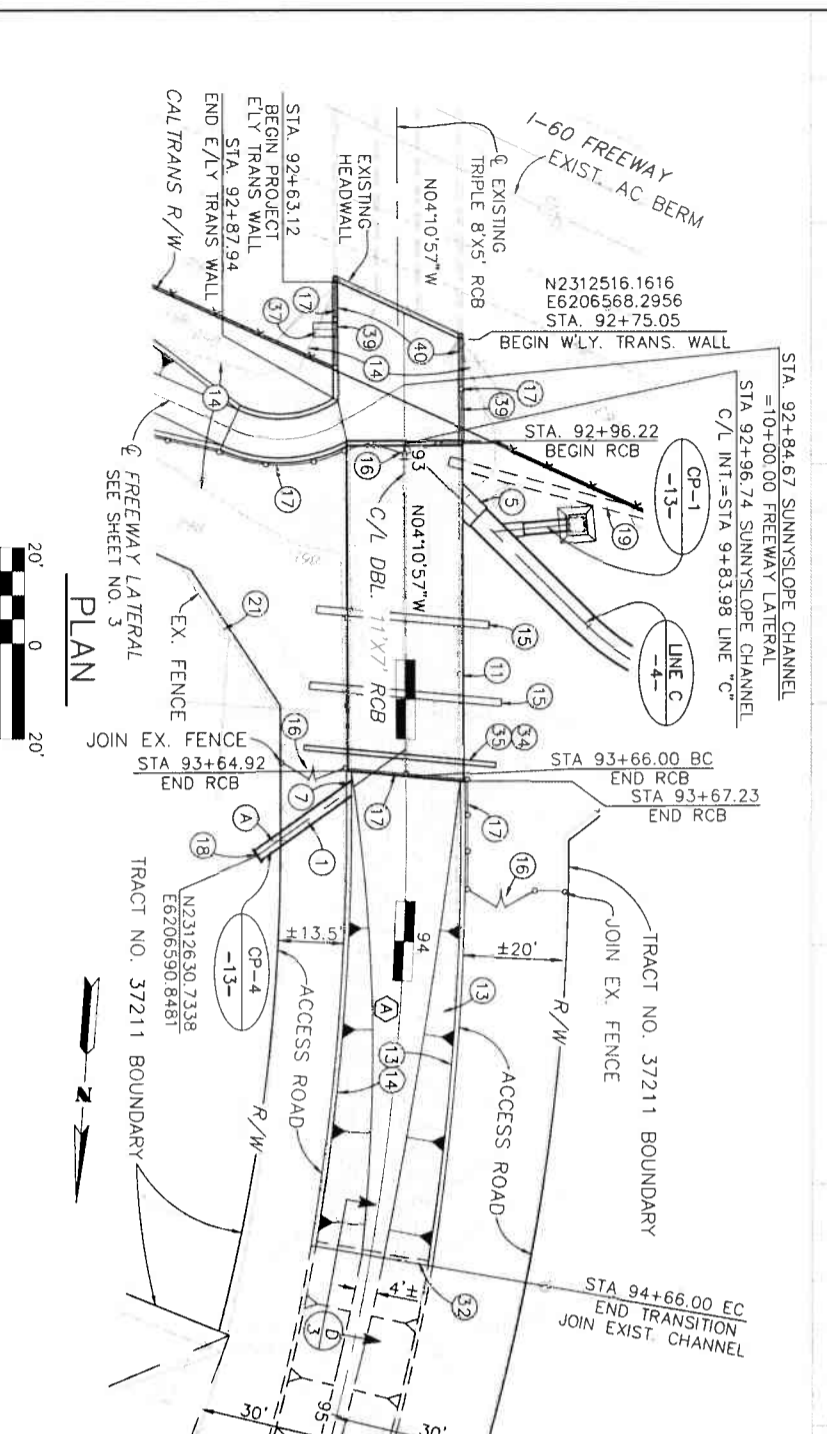
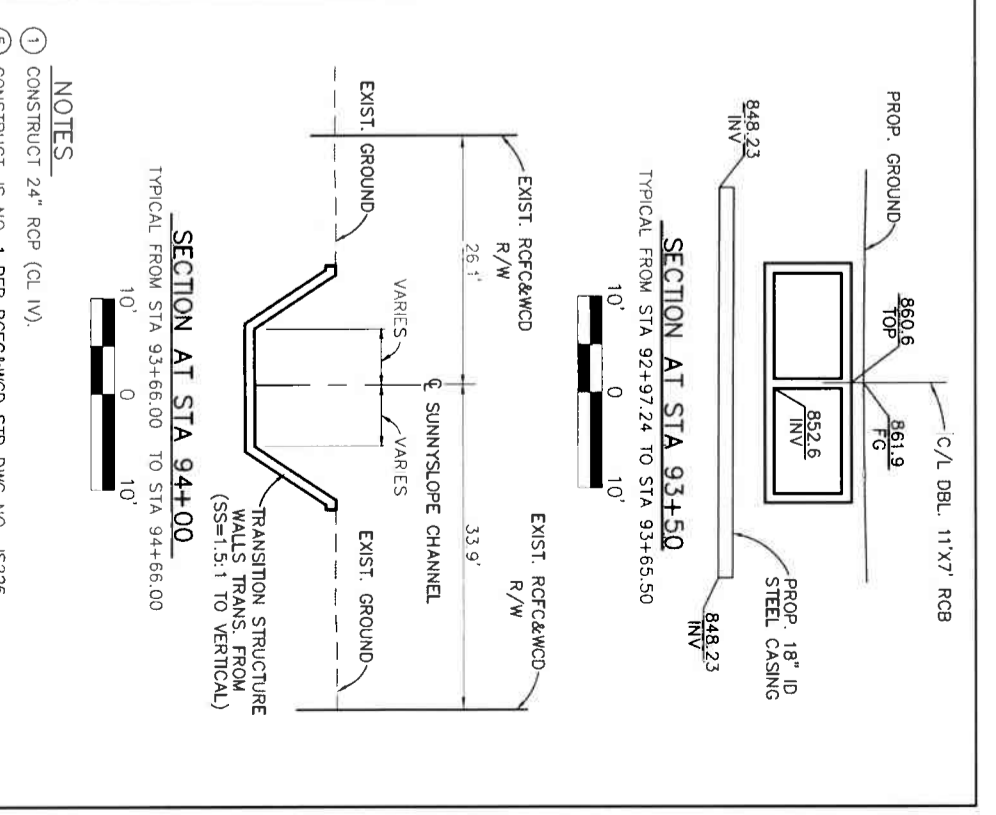
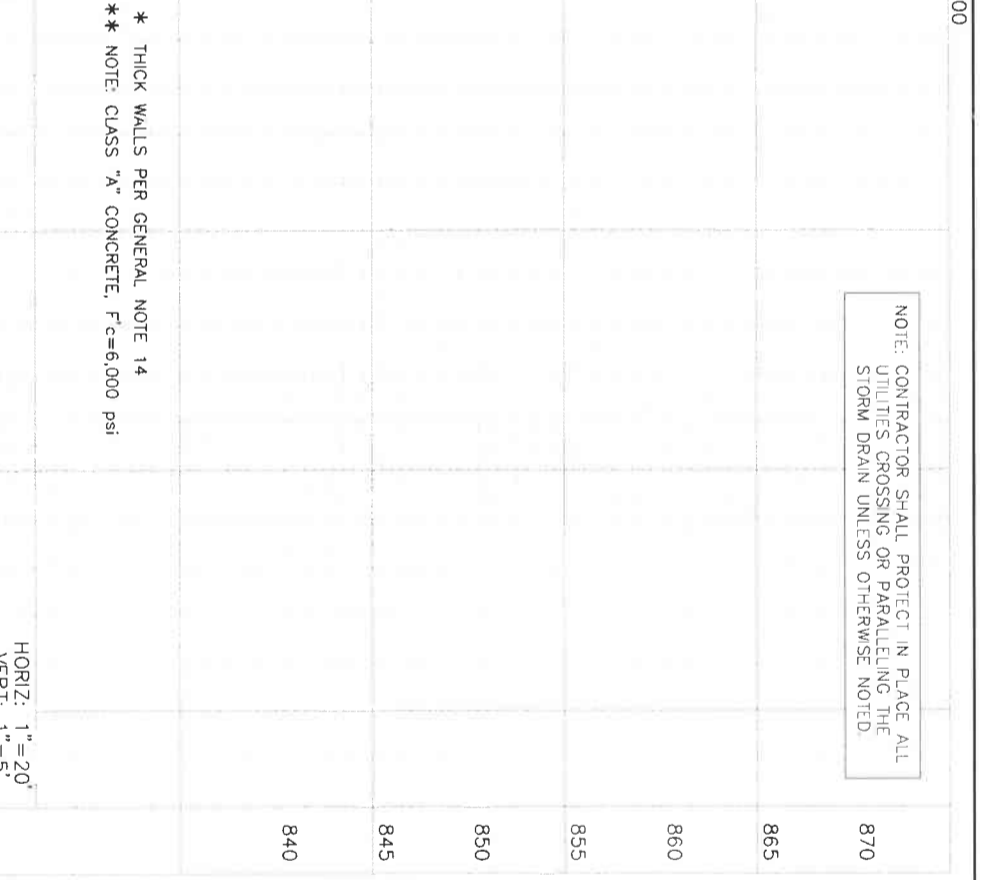
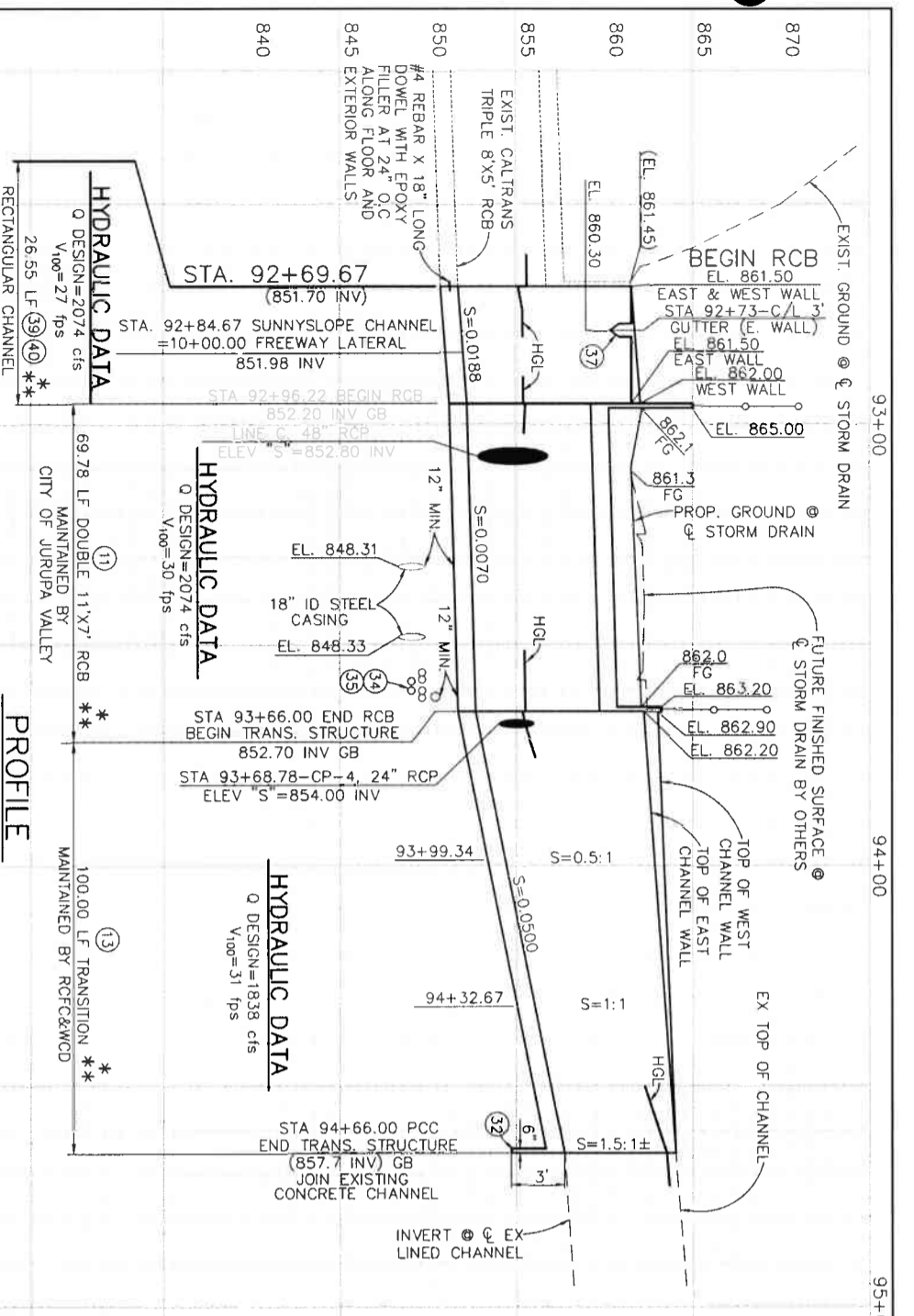
DESIGNED BY: JC/HAL  
DRAWN BY: SL/SR  
DATE: JULY 2020  
DATE: 9/17/2021

APPROVED BY: [Signature]  
DATE: 9/14/2021

PARAMOUNT ESTATES  
MDP LINE 'C'  
TITLE SHEET

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 1 OF 13





**REGISTERED PROFESSIONAL ENGINEER**  
No. 6184  
Exp. 12/31/2022  
JAMES C. GILN  
R.C.E. #63134

**STEVENSSON, PORTO & PIERCE, INC.**  
A PROFESSIONAL ENGINEERING FIRM  
265 S. BAYVIEW AVENUE, SUITE 1100  
SAN JOSE, CALIFORNIA 95128  
PHONE: (415) 490-1500  
FAX: (415) 490-1501  
DATE: 09/29/2021

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for the location  
of buried  
utilities.  
Call us at  
1-800-227-2600  
or visit us at  
www.usaforfree.com

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	09/29/2021

**CITY OF JURUPA VALLEY APPROVALS**

RECOMMENDED: [Signature]  
DATE: 09/22/2021

DESIGNED BY: JC/HAL  
CHECKED BY: SL/SJR  
DATE: JULY 2020

**RECOMMENDED FOR APPROVAL BY:**  
[Signature]  
DATE: 9/27/2021

**APPROVED BY:**  
[Signature]  
DATE: 9/27/2021

**SUNNYSLOPE CHANNEL**  
STA. 92+69.67 TO 94+66.00

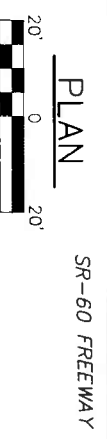
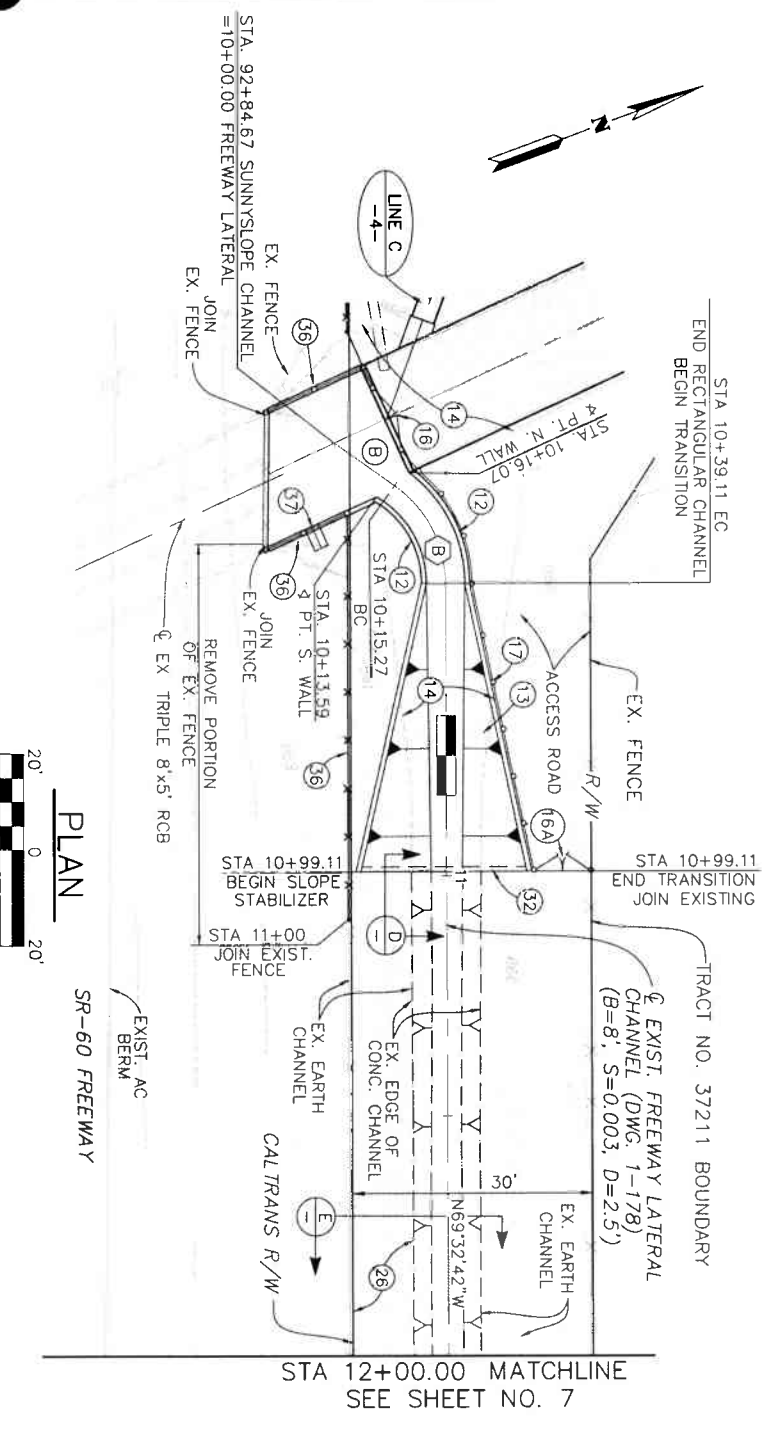
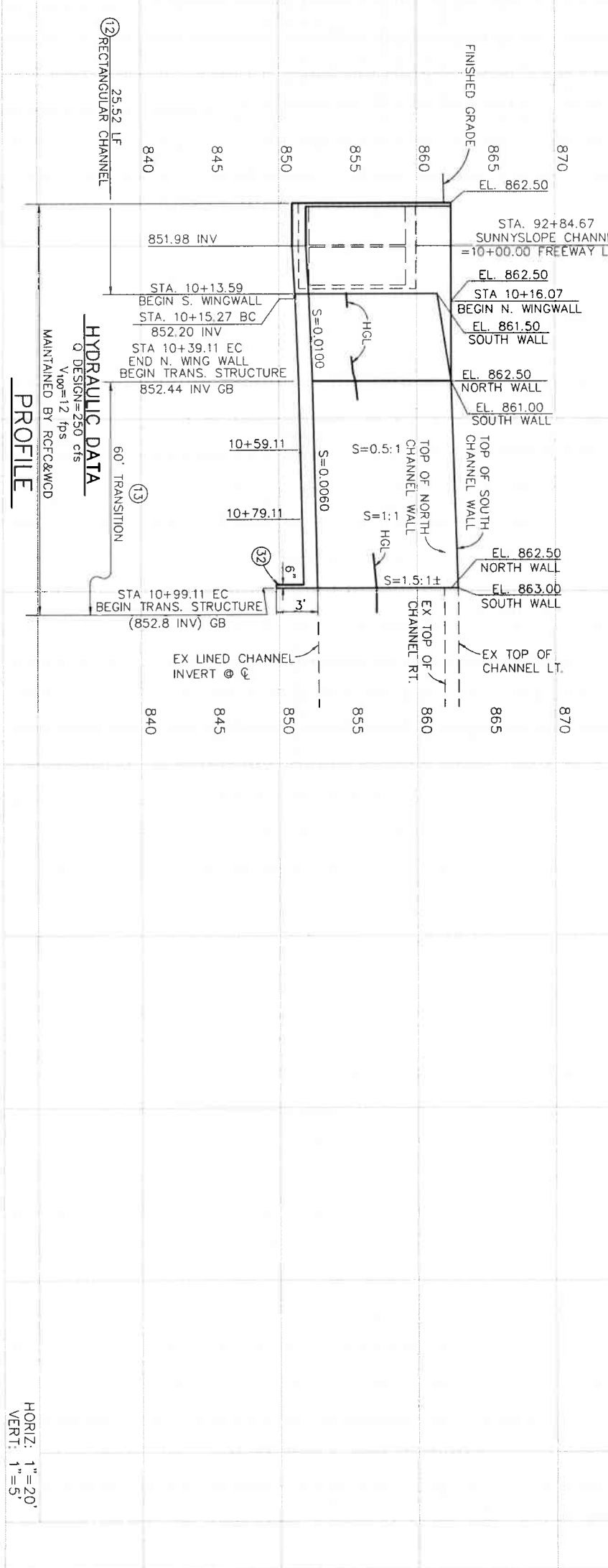
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DRAWING NO. 1-0732  
SHEET NO. 2 OF 13

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021

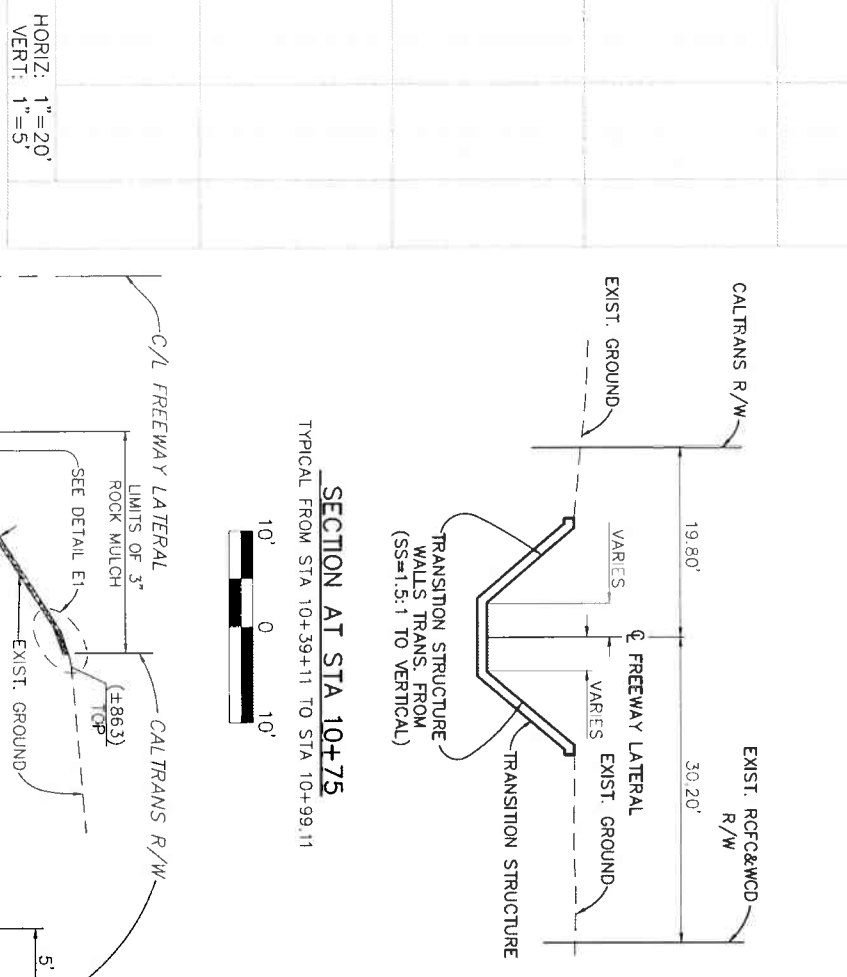


10+00 11+00

NOTE: CONTRACTOR SHALL PROJECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.



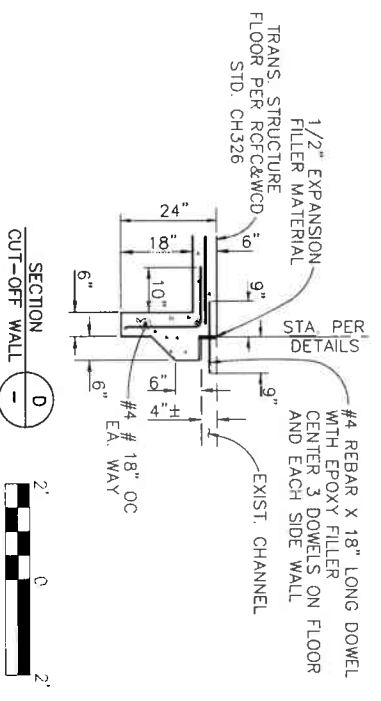
PLAN  
SR-60 FREEWAY



SECTION AT STA 10+75  
TYPICAL FROM STA 10+39+11 TO STA 10+99+11

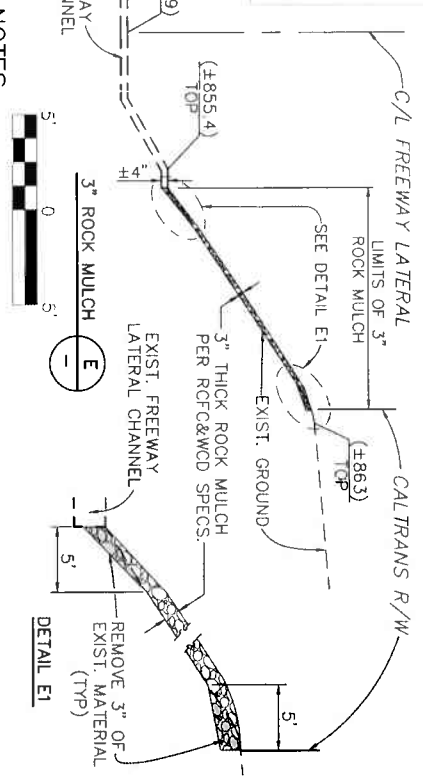
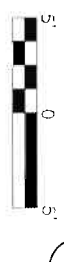
CURVE DATA		(B)
R	25.00'	
Δ	54.3815°	
L	23.84'	
T	12.91'	
B.C.	STA. 10+15.27	
E.C.	STA. 10+39.11	
P.I.	NORTHING 2312546.9576	
	EASTING 6206590.5187	

LINE DATA		(B)
BEARING	N55.4903°W	
LENGTH	15.27'	



**NOTES**

- 12) CONSTRUCT RECTANGULAR CHANNEL PER DETAIL ON SHEET 9.
- 13) CONSTRUCT TRANSITION STRUCTURE PER DETAIL ON SHEET 11.
- 14) REMOVE EXISTING CONCRETE CHANNEL LINING.
- 16) CONSTRUCT 14' DOUBLE DRIVE GATE PER RCFC&WCD STD DWG NO. M801.
- 17) CONSTRUCT 12' DOUBLE DRIVE GATE PER RCFC&WCD STD DWG NO. M801.
- 17) INSTALL CHAIN LINK FENCE PER RCFC&WCD STD DWG NO. M801.
- 26) APPLY 3" THICK ROCK MULCH PER DETAIL HERON.
- 32) CONSTRUCT 24" DEEP CUT-OFF WALL PER DETAIL HERON.
- 36) INSTALL CHAIN LINK FENCE PER CALTRANS STD. A85.
- 37) CONSTRUCT 3' WIDE "V" DITCH PER DETAIL ON SHEET 8.



REGISTERED PROFESSIONAL ENGINEER  
JULY 1988  
NO. 000000000  
STATE OF CALIFORNIA  
CIVIL

PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
285 S. RANDOLPH AVENUE, 105  
FLOOR 1714 285-1500  
JANUARY C. CHEN  
R.C.E. 265159

Don't Dig Until You Call U.S.A. Toll Free  
1-800-227-2600  
for the location  
of buried  
utility lines  
call 811  
NO WORKING DAYS BEFORE YOU DIG

REVISIONS

REF	DESCRIPTION	APPR	DATE

CITY OF JURUPA VALLEY APPROVALS

RECOMMENDED BY: [Signature]  
DATE: 09/22/2021

APPROVED BY: [Signature]  
DATE: 09/22/2021

DESIGNED BY: JC/HAL  
DATE: 09/22/2021

DRAWN BY: SL/SR  
DATE: 09/22/2021

RIVERSIDE COUNTY FLOOD CONTROL  
AND  
WATER CONSERVATION DISTRICT

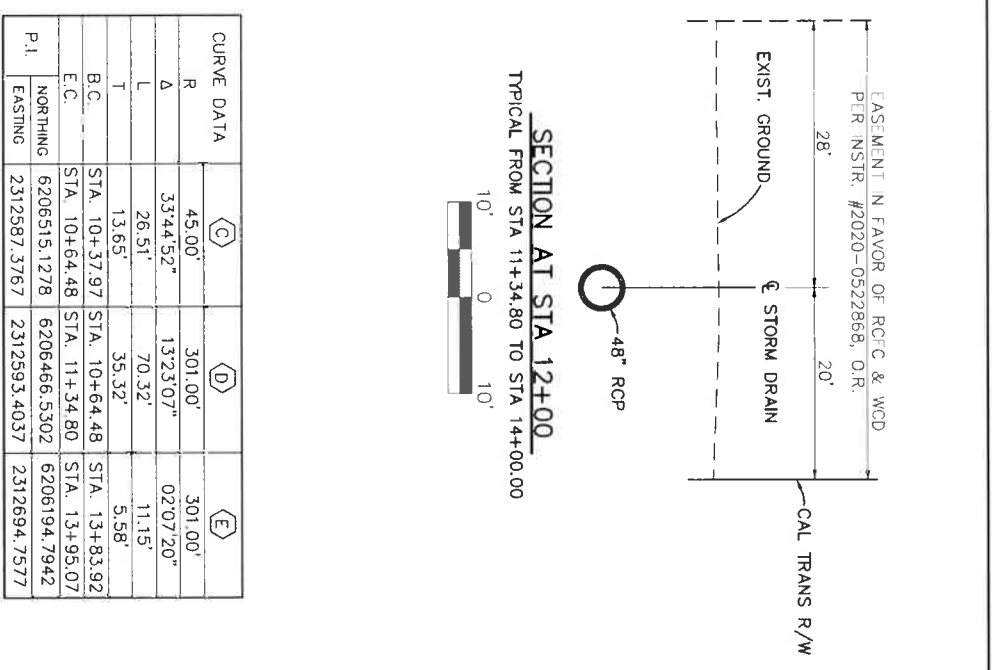
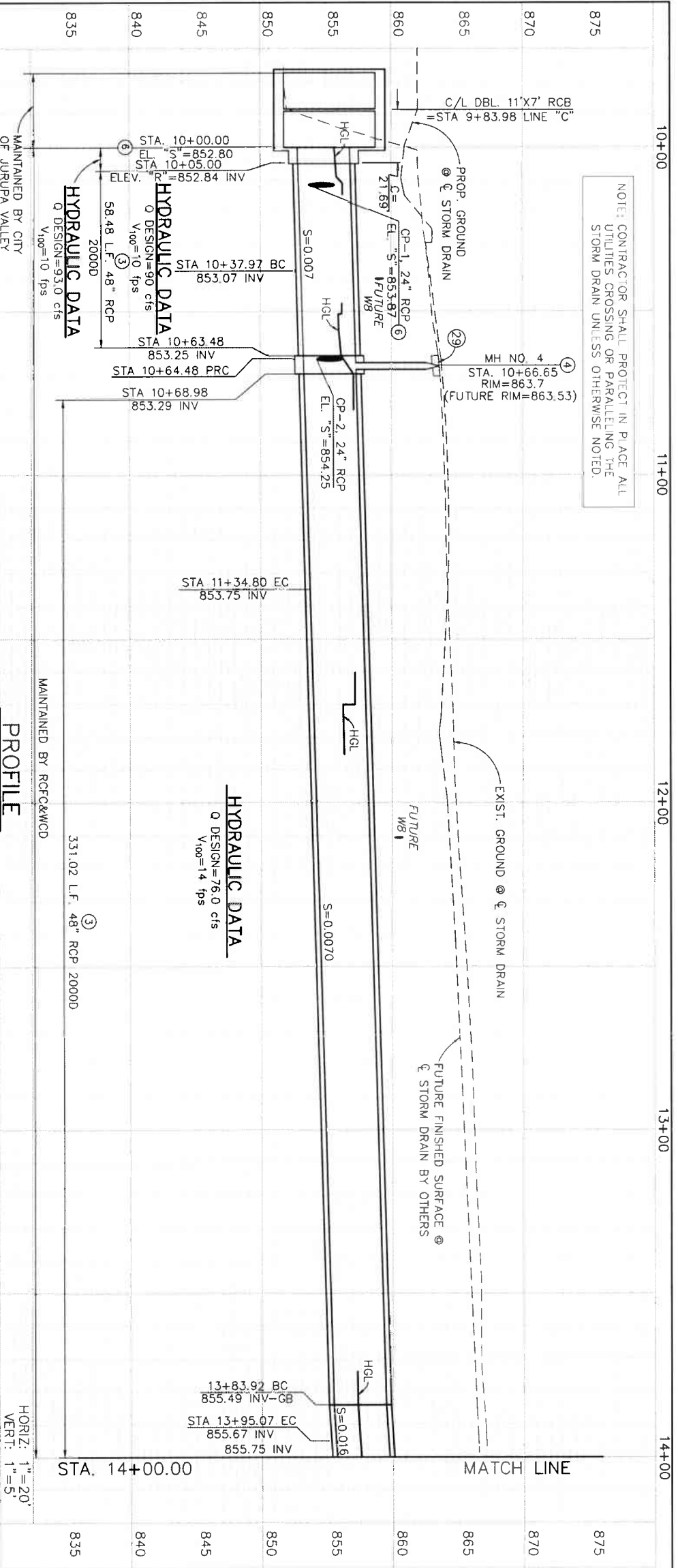
RECOMMENDED FOR APPROVAL BY: [Signature]  
DATE: 9-27-2021

APPROVED BY: [Signature]  
DATE: 9/27/2021

SUNNYSLOPE CHANNEL  
FREEWAY LATERAL

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 3 OF 13



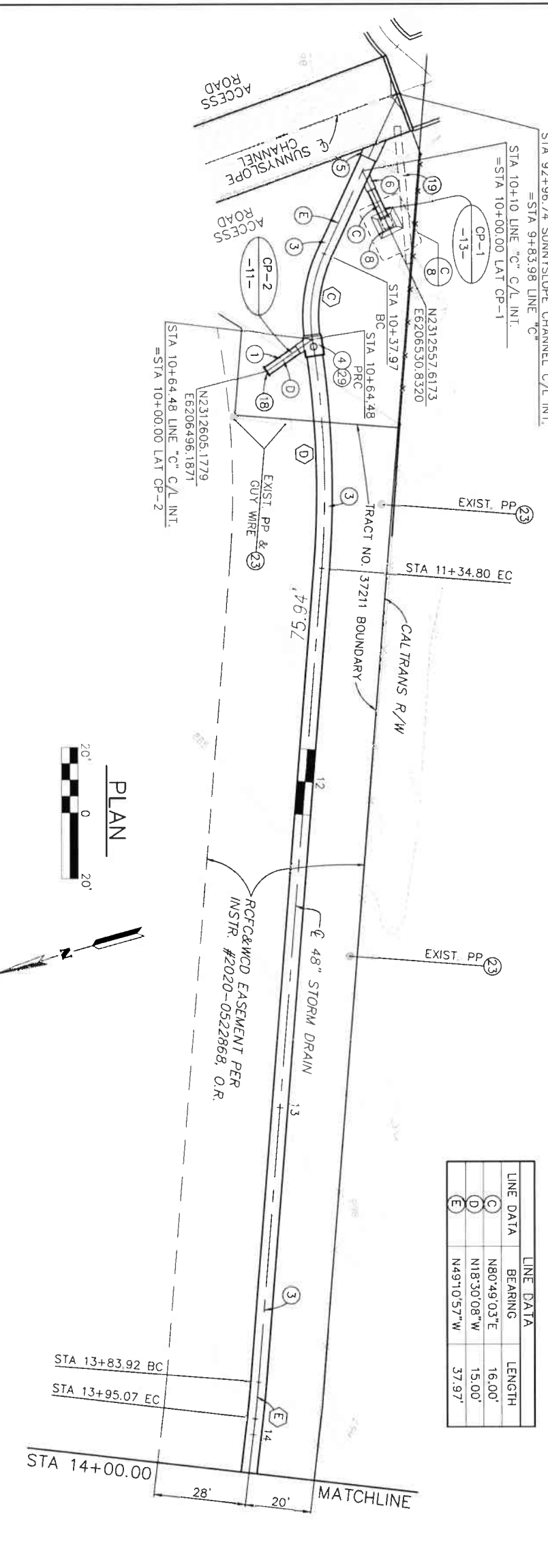


LINE DATA	BEARING	LENGTH
C	N80°49'03\"/>	

MANHOLE / JUNCTION STRUCTURE DATA	LATERAL	STATION	WALL STATION	STRUCTURE	A	C
CP-1	10+10.00	10+11.68	JS NO. 2	50\"/>		

**NOTES**

- 1) CONSTRUCT 24\"/>
- 2) CONSTRUCT 48\"/>
- 3) CONSTRUCT MANHOLE NO. 4 PER RCF&WCD STD DWG NO. MH254.
- 4) CONSTRUCT MANHOLE NO. 1 PER RCF&WCD STD DWG NO. JS226.
- 5) CONSTRUCT JS NO. 1 PER RCF&WCD STD DWG NO. JS227.
- 6) CONSTRUCT JS NO. 2 PER RCF&WCD STD DWG NO. JS227.
- 7) CONSTRUCT MODIFIED DROP INLET RCF&WCD STD DWG NO. CB110 AND DETAILS ON SHEET B.
- 8) CONSTRUCT CONCRETE BULKHEAD PER RCF&WCD STD. DWG. NO. MB16.
- 9) REMOVE EXISTING STORM DRAIN CONDUIT & LEGALLY DISPOSE OFF-SITE.
- 10) PROTECT IN PLACE.
- 11) CONSTRUCT 6\"/>



**PARAMOUNT ESTATES**  
MDP LINE 'C'

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 4 OF 13

APPROVED BY: [Signature]  
DATE: 9/17/2021

RECOMMENDED FOR APPROVAL BY: [Signature]  
DATE: 9/20/2021

DESIGNED BY: JC/HAL  
DRAWN BY: SL/SR  
DATE: JULY 2020

DATE: 9/24/2021

DATE: 9/20/2021

DATE: 9/24/2021

DATE: 9/24/2021

**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
255 S. BROOKLAND AVENUE  
SUITE 100  
P.O. BOX 1100  
DENVILLE, CA 94515  
PHONE: (714) 460-1500  
FAX: (714) 460-1500

PREPARED BY: JAMES C. CHEN  
R.C.E. #51394

DATE: 09/28/2021

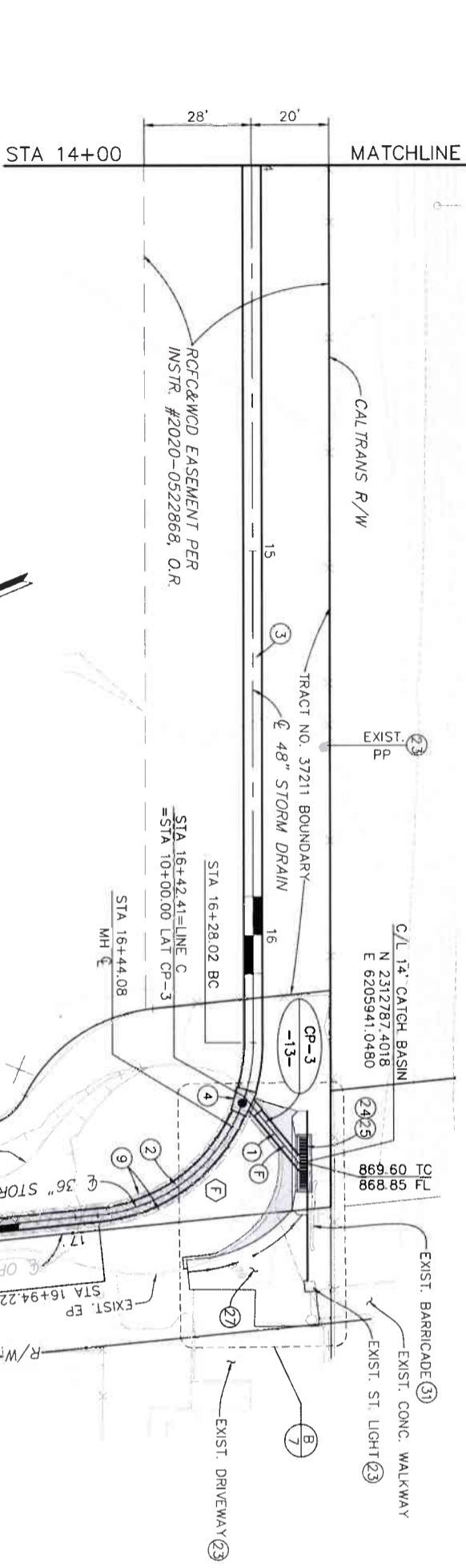
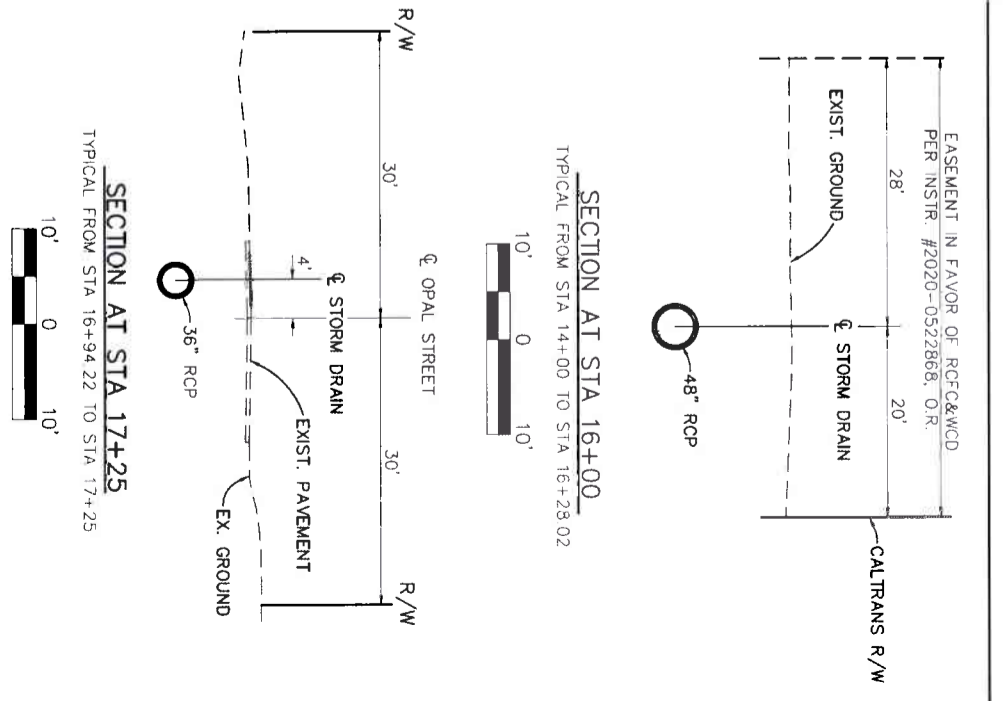
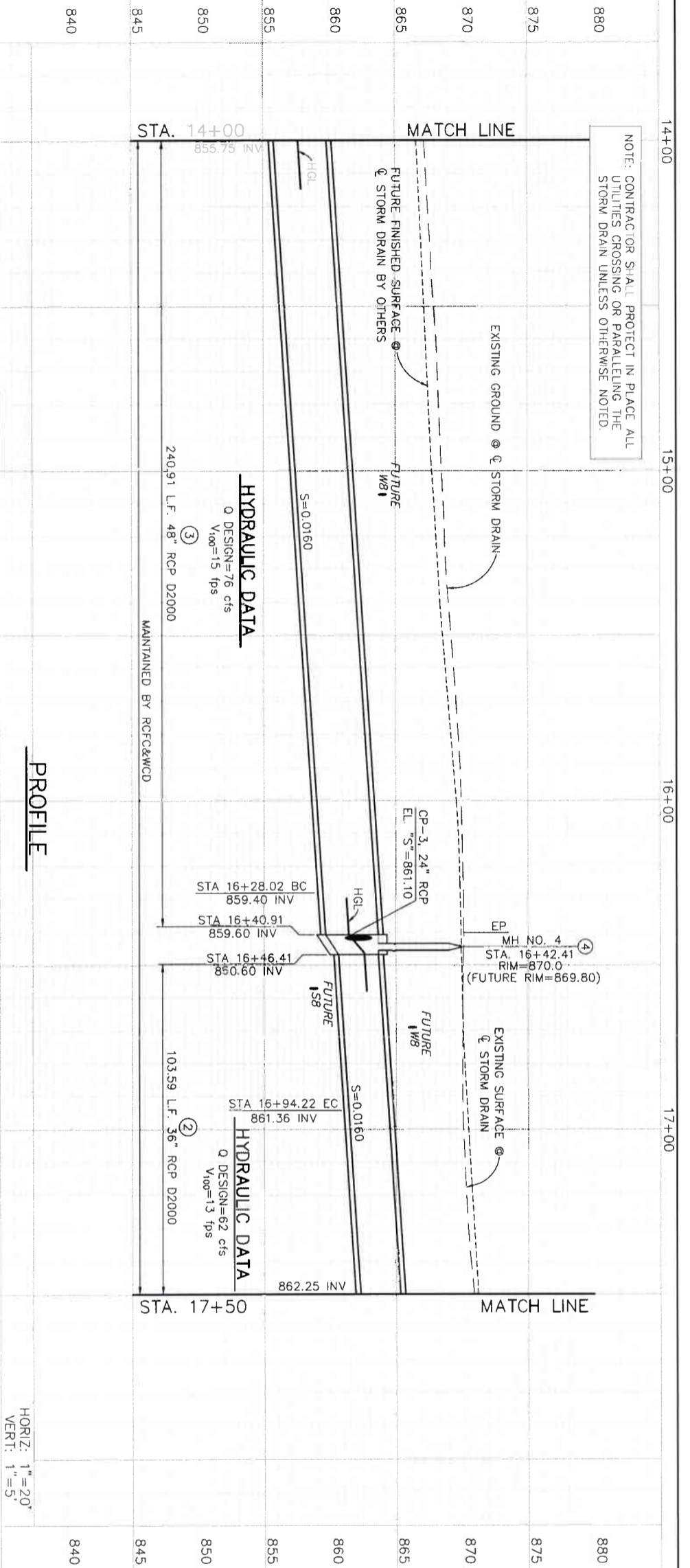
Don't Dig Until You Get USA Soil Free  
1-800-227-2600

BENCH MARK  
FOUND 2\"/>





NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.

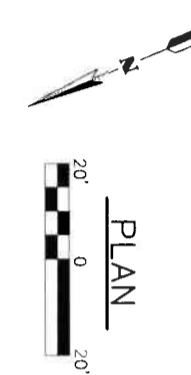


CURVE DATA		(F)
R	45.00'	
Δ	84°17'38"	
L	66.20'	
T	40.73'	
B.C.	STA. 16+28.02	
E.C.	STA. 16+94.22	
NORTHING	2312801.9681	
EASTING	6205936.9457	

MANHOLE / JUNCTION STRUCTURE DATA			
LATERAL	CP-3	WALL STATION	16+49.61
STRUCTURE	A	MH NO.	4
			45' 5.42'

LINE DATA		
LINE DATA	BEARING	LENGTH
(F)	N73°07'55"E	22.28'

- NOTES**
- CONSTRUCT 24" RCP (CL IV).
  - CONSTRUCT 36" RCP (20000).
  - CONSTRUCT 48" RCP (20000).
  - CONSTRUCT MANHOLE NO. 4 PER RCF&WCD STD DWG NO. MH254-PARALLEL TRENCH BACKFILL & ROADWAY REPAIR PER R.C.T.D. STD. 818 (CASE 2).
  - PROTECT IN PLACE.
  - CONSTRUCT COMBINATION INLET CATCH BASIN NO. 2 PER R.C.T.D. STD. 302.
  - CONSTRUCT GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN PER R.C.T.D. 312.
  - CONSTRUCT 4" PCC PAVING PER DETAIL ON SHEET 7.
  - REMOVE EXISTING BARRICADE.



REGISTERED PROFESSIONAL ENGINEER  
NO. 61394  
EXPIRES 6-30-2022  
JULY C. CHEN  
R.C.E. #C51394

DATE: 09/28/2021

PREPARED BY: STEVENSON, PORTO & PIERCE, INC.  
A LAND DEVELOPMENT SERVICES COMPANY  
280 S. MADISON STREET  
PHOENIX, AZ 85004  
PHONE: (714) 490-1500

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 5 OF 13

Don't Dig, Until You Call U.S.A. Toll Free 1-800-227-2600

For the location of utility lines, call 811. Don't dig until you get the word.

BENCH MARK: B.M. NO. 11-0717  
FOUND: 2" BRASS DISK STAMPED  
CONCRETE INTERSECTION AT THE  
BOULEVARD AND PACIFIC AVENUE.  
ELEVATION: 837.818 NAVD88

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	09/27/2021
2	REVISED PER CITY ENGINEER COMMENTS	09/27/2021

CITY OF JURUPA VALLEY APPROVALS

APPROVED BY: [Signature]  
DATE: 09/27/2021

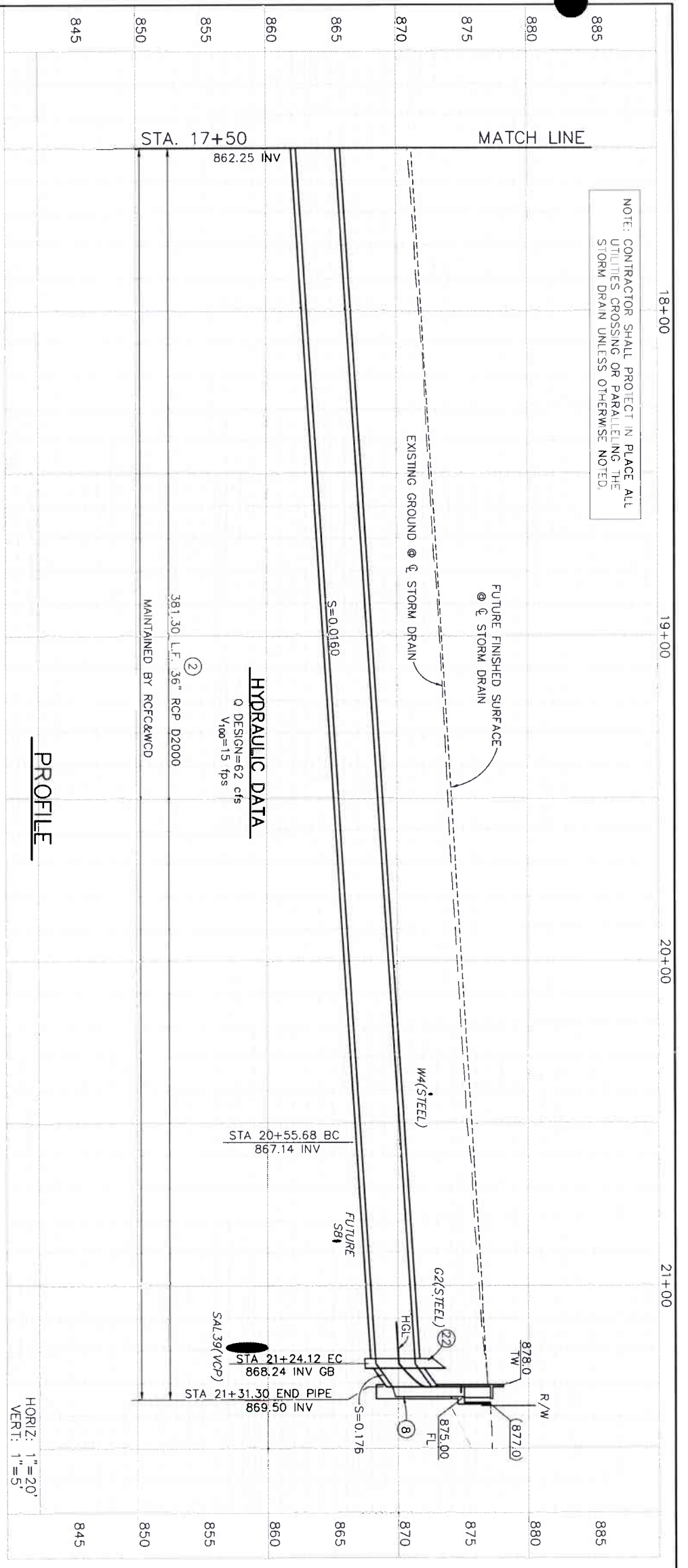
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APPROVED BY: [Signature]  
DATE: 9-27-2021

PARAMOUNT ESTATES MDP LINE 'C'

STA. 14+00 TO 17+50





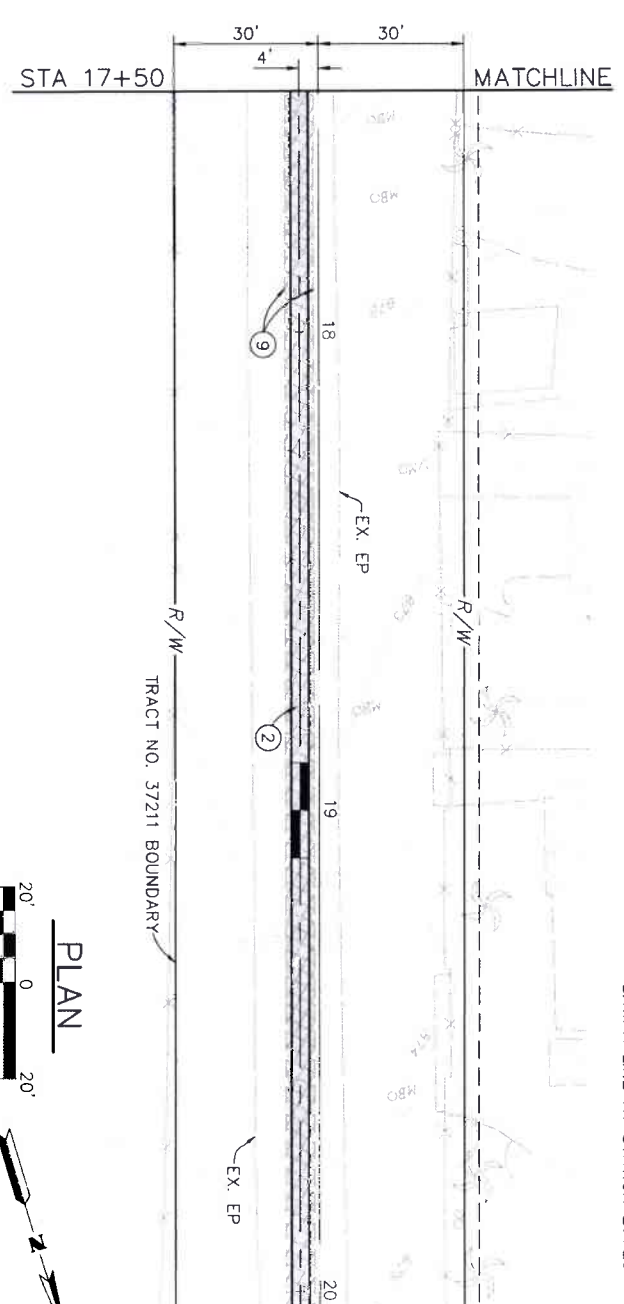
NOTE: CONTRACTOR SHALL PROJECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.

**HYDRAULIC DATA**  
Q DESIGN=62 cfs  
V100=15 fps

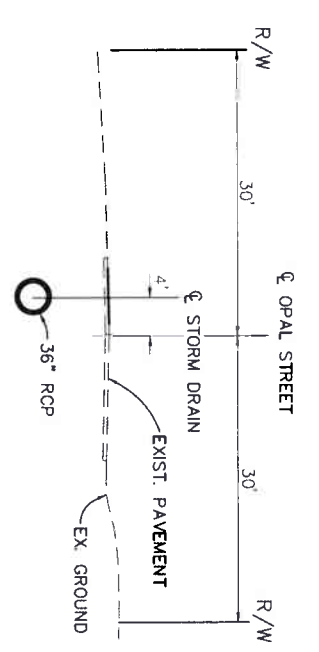
**PROFILE**  
HORIZ: 1"=20'  
VERT: 1"=5'

**UTILITY POT HOLE DATA**

- #1 - LOCATED BURIED 4 INCH STEEL WATER LINE AT STATION 20+41±
- #2 - LOCATED BURIED 2 INCH STEEL GAS LINE AT STATION 21+03±
- #3 - LOCATED BURIED 39" INV VCP SAMPA LINE AT STATION 21+20±



**PLAN**  
20' 0 20'



**SECTION AT STA 19+00**  
TYPICAL FROM STA 17+25.00 TO STA 20+55.68

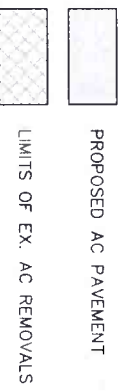


CURVE DATA		(6)
R	45.00'	
Δ	87°08'35"	
L	68.44'	
T	42.81'	
B.C.	STA. 20+55.68	
E.C.	STA. 20+24.12	
NORTHING	2313227.8186	
EASTING	6206066.0727	

LINE DATA		
LINE DATA	BEARING	LENGTH
(6)	N70°16'20"W	7.18'

**NOTES**

- (2) CONSTRUCT 36" RCP (20000).
- (8) CONSTRUCT MODIFIED DROP INLET (W=PER PLAN) PER RCF&WCD STD DWG NO. CB110.
- (9) PARALLEL TRENCH BACKFILL & ROADWAY REPAIR PER R.C.T.D. STD. 818 (CASE 2).
- (16) CONSTRUCT 14" DOUBLE DRIVE GATE PER RCF&WCD STD DWG NO. MB01.
- (22) CONSTRUCT CONCRETE COLLAR PER RCF&WCD STD DWG NO. M803.
- (23) PROTECT IN PLACE.



REGISTERED PROFESSIONAL ENGINEER  
NO. 63194  
EXPIRES 6-30-2022  
JULY C. CHEN  
R.C.E. #C5194

PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
A LAND DEVELOPMENT SERVICES COMPANY  
205 S. MADISON ST., SUITE 1105  
PHOENIX, AZ 85004  
PHONE: (714) 490-1500

DATE: 09/28/2021

1-800-227-2600  
For the location of utility lines, Dept. direct video services.

BENCH MARK  
FOUND 2" BRASS DISK STAMPED  
"B.M. L.S. 8845"  
CONCRETE MEDIAN AT THE  
INTERSECTION OF MISSION  
BOULEVARD AND PACIFIC AVENUE.  
ELEVATION 837.818 NAVD88

REVISIONS

REF.	DESCRIPTION	APPR.	DATE

CITY OF JURUPA VALLEY APPROVALS

DESIGNED BY: JC/HAL  
DATE: 09/21/2021  
DRAWN BY: SJ/SR  
DATE: JULY 2020

APPROVED BY: [Signature]  
DATE: 9/27/2021

CHIEF OF DESIGN AND CONSTRUCTION  
DATE: 9/27/2021

PARAMOUNT ESTATES  
MDP LINE 'C'

STA. 17+50 TO 21+31.30

PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 6 OF 13





PREPARED BY  
**STEVENSON, PORTO & PIERCE, INC.**  
 265 S. GARDEN AVENUE, SUITE 100  
 ANAHEIM, CALIFORNIA 92805  
 PHONE: (714) 485-1500  
 FAX: (714) 485-1501  
 DATE: 09/28/2021

FOR THE LOCATION  
 OF THE PROJECT  
 VISIT THE WEBSITE  
 WWW.SUNNYSLOPECHANNEL.COM  
 OR CALL 1-800-227-2600

BENCH MARK  
 FOUND 2" BRASS DISK STAMPED  
 "B.M. 8845" FLUSH IN  
 CONCRETE MEDIAN AT THE  
 INTERSECTION OF MISSION  
 BOULEVARD AND PACIFIC AVENUE.  
 ELEVATION 837.818' NAVD88

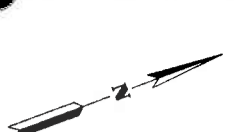
REV.	DESCRIPTION	APPR.	DATE

RECOMMENDED:  
 DATE: 09/22/2021  
 APPROVED BY: [Signature]  
 DATE: 9/22/2021

DESIGNED BY: JC/HAL  
 DRAWN BY: SL/SR  
 DATE: JULY 2020  
 DATE: 9/27/2021

APPROVED BY: [Signature]  
 DATE: 9/27/2021

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 7 OF 13



SEE SHEET NO. 3  
 STA 12+00.00 MATCHLINE

EX. AC BERM

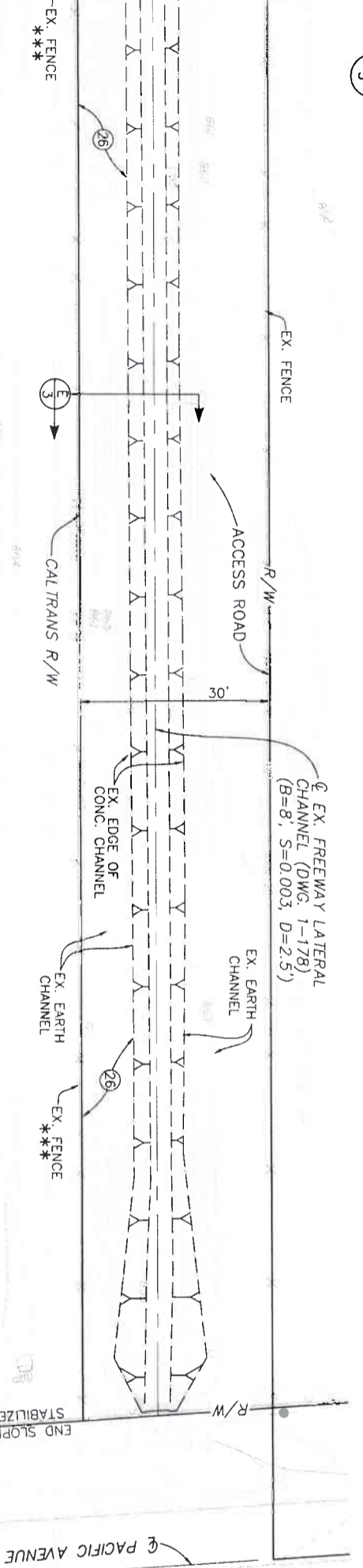
SR-60 FREEWAY

EX. AC BERM

EX. SIGN POLE

\*\*\* IF THE EX. ACCESSED CONTROLLED RIGHT-OF-WAY FENCE WILL BE TEMPORARILY REMOVED, THE ACCESSED CONTROLLED RIGHT-OF-WAY FENCE SHALL BE REPLACED IN ACCORDANCE TO THE LATEST CALTRANS STD. PLANS IF DAMAGED

PLAN



**(B) GRATED CATCH BASIN DETAIL**



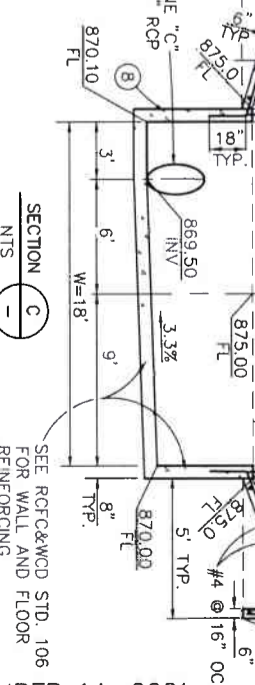
**(A) CONCRETE DRAIN INLET DETAIL**



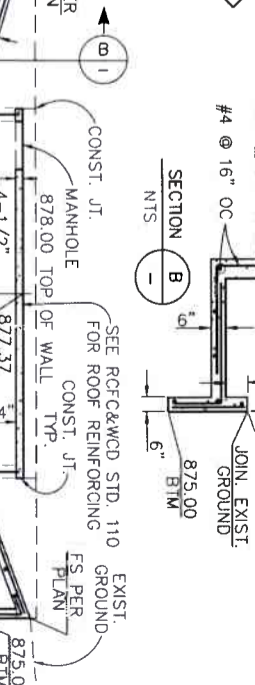
**NOTES**

1. CONSTRUCT MODIFIED DROP INLET PER RCF&WCD STD DWG NO. CB110.
2. INSTALL CABLE RAILING PER CALTRANS STD. PLAN B11-47.
3. PROTECT IN PLACE.
4. CONSTRUCT COMBINATION INLET CATCH BASIN NO. 2 PER R.C.T.D. STD. 302.
5. CONSTRUCT GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN PER R.C.T.D. 312.
6. APPLY 3" THICK ROCK MULCH PER DETAIL ON SHEET 3.
7. CONSTRUCT 4" PCC PAVING PER DETAIL HEREON.
8. CONSTRUCT 3" AC OVER 6" AB OVER COMPACTED NATIVE SOIL PER PLANS.
9. CONSTRUCT TYPE "D" CURB (6" CURB FACE) PER RCTD STD. DWG. NO. 204.
10. REMOVE EXISTING BARRICADE.
11. INSTALL L-1(CA) OBJECT MARKER PER M.U.T.C.D. SPECIFICATIONS.

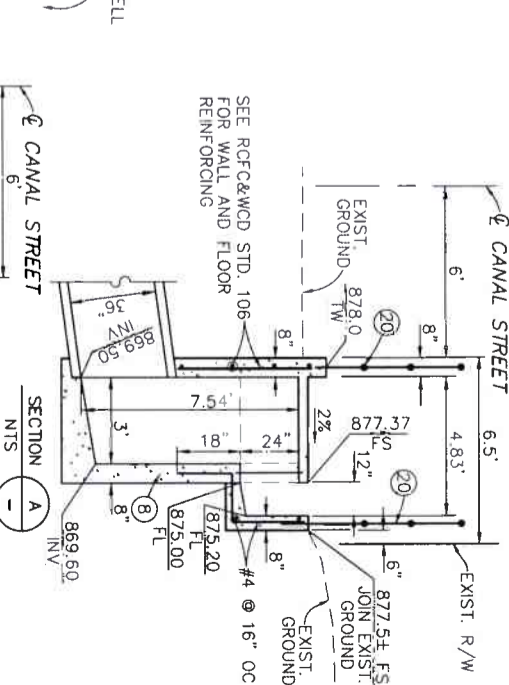
**SECTION C**



**SECTION B**

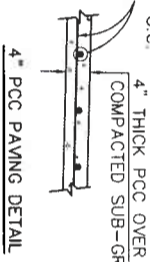


**SECTION A**

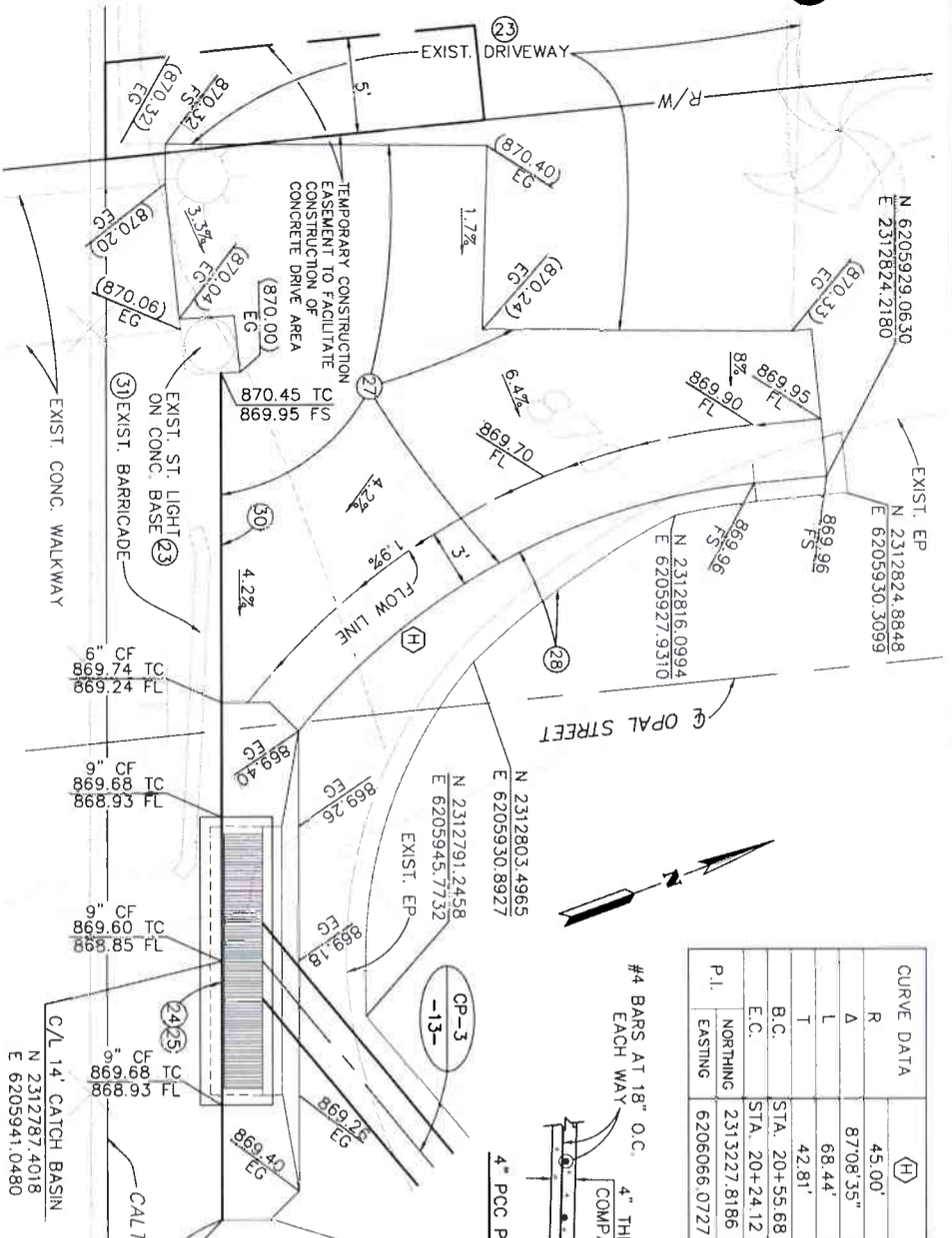


CURVE DATA		(H)
R	45.00'	
L	87'08.35"	
A	68.44'	
T	42.81'	
B.C.	STA. 20+55.68	
E.C.	STA. 20+24.12	
P.I.	2313227.8186	
NORTHING	6206066.0727	
EASTING		

INDICATES CONC.  
 APRON LIMITS  
 INDICATES  
 CB 110 LIMITS



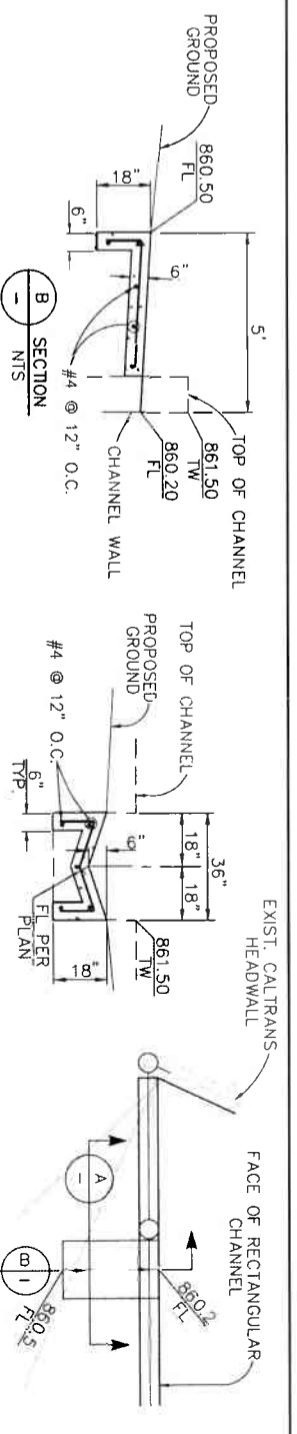
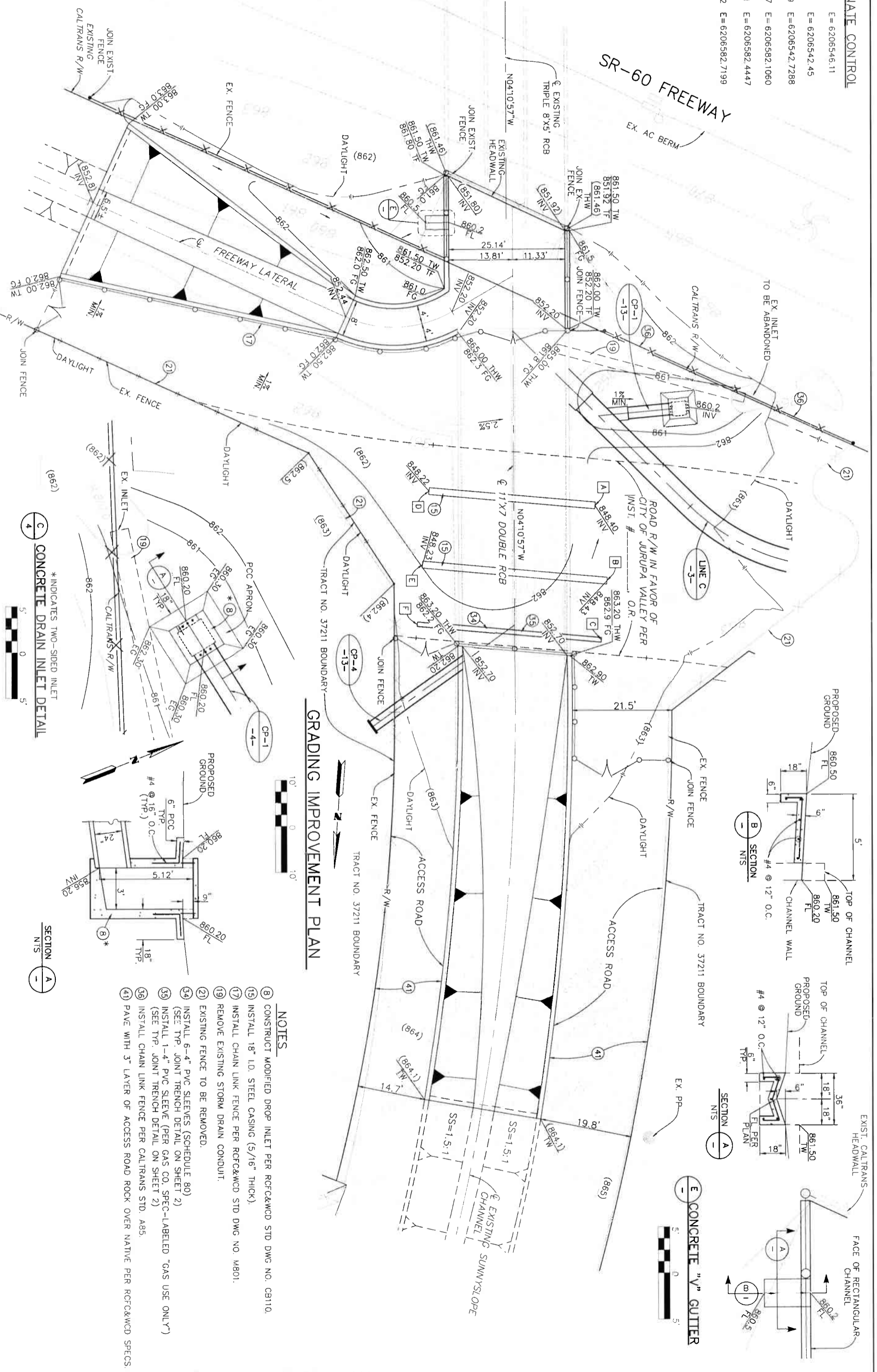
#4 BARS AT 18" O.C. EACH WAY





**PIPING COORDINATE CONTROL**

A	N = 2312579.54	E = 6206546.11
B	N = 2312595.62	E = 6206542.45
C	N = 2312608.6189	E = 6206542.7288
D	N = 2312578.7787	E = 6206582.1060
E	N = 2312594.7751	E = 6206582.4447
F	N = 2312607.7722	E = 6206582.7199



**GRADING IMPROVEMENT PLAN**



**NOTES**

- 18) CONSTRUCT MODIFIED DROP INLET PER RCF&WCD STD DWG NO. CB1110.
- 15) INSTALL 18" I.D. STEEL CASING (5/16" THICK).
- 17) INSTALL CHAIN LINK FENCE PER RCF&WCD STD DWG NO. M801.
- 19) REMOVE EXISTING STORM DRAIN CONDUIT.
- 21) EXISTING FENCE TO BE REMOVED.
- 34) INSTALL 6-4" PVC SLEEVES (SCHEDULE 80) (SEE TYP. JOINT TRENCH DETAIL ON SHEET 2)
- 35) INSTALL 1-4" PVC SLEEVE (PER GAS CO. SPEC-LABELED "GAS USE ONLY") (SEE TYP. JOINT TRENCH DETAIL ON SHEET 2)
- 36) INSTALL CHAIN LINK FENCE PER CALTRANS STD. A95.
- 41) PAVE WITH 3" LAYER OF ACCESS ROAD ROCK OVER NATIVE PER RCF&WCD SPECS.

CONSTRUCTION DRAWING SET DATED: SEPTEMBER 14, 2021

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL  
 No. 43184  
 Exp. 6-30-2022  
 JAMES C. CHEN  
 R.C.E. #C31394

PREPARED BY:  
**STEVENS, PORTO & PIERCE, INC.**  
 A LAND SURVEYING SERVICES COMPANY  
 285 S. OAKLAND STREET, FLOOR 7  
 PHOENIX, ARIZONA 85004  
 PHONE: (714) 980-1500  
 DATE: 09/28/2021

Don't Dig...Just You Call U.S.A. To Free  
 1-800-227-2600  
 For the location  
 of the utility lines  
 Don't dig...Just You Call U.S.A. To Free  
 1-800-227-2600  
 Don't dig...Just You Call U.S.A. To Free  
 1-800-227-2600

BENCH MARK  
 B.M. NO. 11-0717  
 FOUND 2" BRASS DISK STAMPED  
 "B.M. U.S. 8845" 1.05' N  
 CONCRETE MEDIAN THE  
 INTERSECTION OF  
 BOULEVARD AND PACIFIC AVENUE.  
 ELEVATION 837.818 NAVD88

REVISIONS

NO.	DESCR. IN	DATE
1	ISSUED FOR PERMITS	09/23/2021
2	ISSUED FOR PERMITS	09/23/2021
3	ISSUED FOR PERMITS	09/23/2021
4	ISSUED FOR PERMITS	09/23/2021

CITY OF JURUPA VALLEY APPROVALS

RECOMMENDED BY	DATE
[Signature]	09/23/2021
[Signature]	09/23/2021

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED BY	DATE
JC/JAL	09/23/2021
SL/SR	09/23/2021

APPROVED BY:

DESIGNED BY	DATE
JC/JAL	09/23/2021
SL/SR	09/23/2021

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 8 OF 13





**FREEWAY LATERAL**

RECTANGULAR CHANNEL LOCATION SCHEDULE

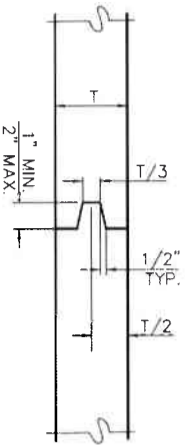
STATION	TO	CHANNEL WALL
FROM		
10+16.07	10+39.11	A (NORTH)
10+13.59	10+39.11	B (SOUTH)

**FREEWAY LATERAL**

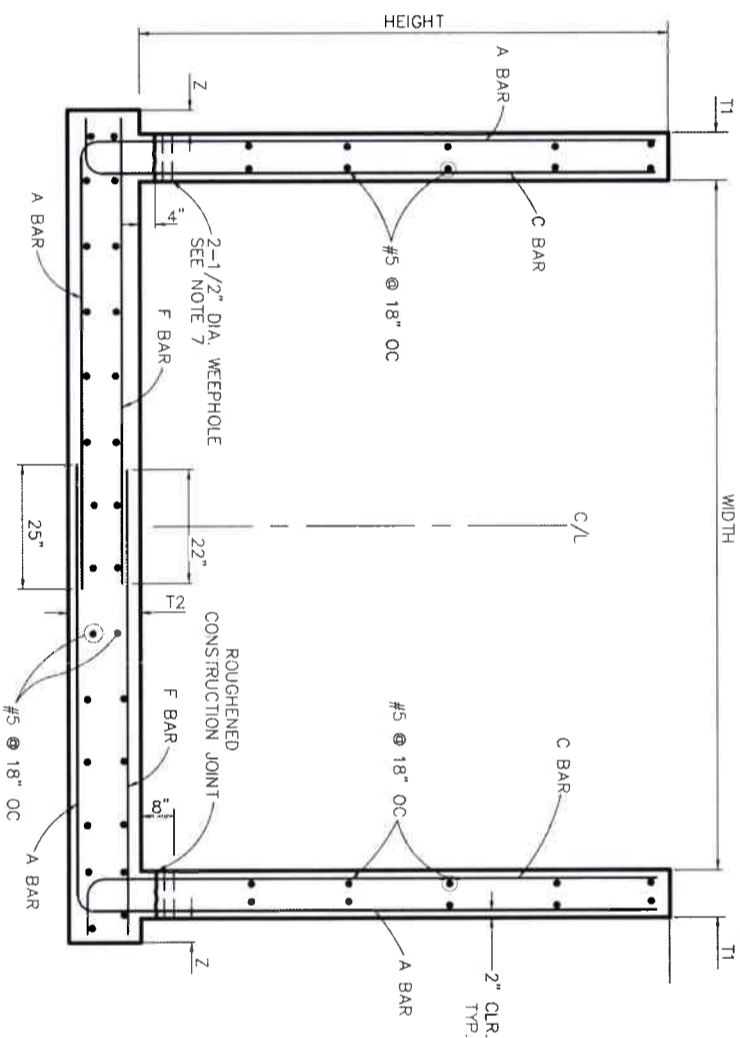
CHANNEL SECTION DETAIL SCHEDULE

DATA	A (NORTH)	B (SOUTH)
WIDTH	8'	8'
HEIGHT	10.3' (MAX.)	10.3' (MAX.)
WALL T1	14"	14"
BOTTOM SLAB T2	18"	18"
HEEL Z	12"	12"
A BAR	#7 @ 6"	#7 @ 6"
C BAR	#5 @ 18"	#5 @ 18"
F BAR	#6 @ 12"	#6 @ 12"

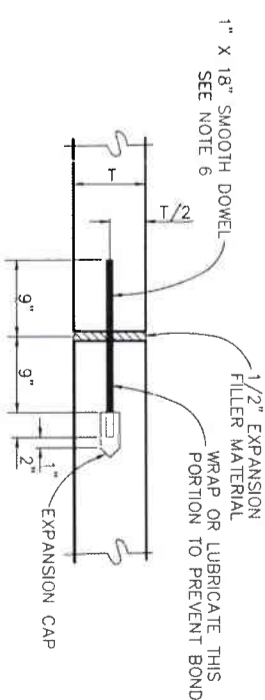
SPICES			
BAR	LENGTH	SEC	REMARK
#4	15"	-	SPICE LENGTH
#5	18"	-	SPICE LENGTH
#6	22"	-	SPICE LENGTH
#7	25"	-	SPICE LENGTH
#8	30"	-	SPICE LENGTH



**TRANSVERSE CONSTRUCTION JOINT DETAIL "A" NTS**



**TYPICAL RECTANGULAR CHANNEL SECTION LOOKING DOWN STREAM NTS**



**TRANSVERSE EXPANSION JOINT DETAIL "B" NTS**

**DESIGN DATA:**  
 LIVE LOAD: HS-20 TRUCK LOAD, 175 PCF  
 SOIL DENSITY: 129 PCF  
 f'c = 6,000  
 fy = 60,000

- NOTES**
1. STRUCTURAL CONCRETE SHALL BE CLASS "A"
  2. PLACE BARS IN BOTTOM SLAB SYMMETRICALLY ABOUT CENTERLINE. PLACE BARS IN WALLS STARTING AT TOP WITH 2 INCHES OF CLEAR COVER.
  3. CLEAR COVER FOR STEEL SHALL BE 2 INCHES FOR WALLS AND 3 INCHES EACH FACE FOR THE BOTTOM SLAB.
  4. STEEL DIMENSIONED TO BACK OF BAR BEND.
  5. FOR CONSTRUCTION OF CURVES, STRAIGHT TRANSVERSE BARS SHALL BE ALIGNED RADially WITH SPACING MEASURED AT THE FACE OF WALL. FOR L-BARS IN WALLS, SPACING SHALL BE MEASURED BETWEEN THE VERTICAL LEGS OF BARS.
  6. ALL TRANSVERSE CONSTRUCTION JOINTS SHALL BE IN VERTICAL PLANE NORMAL TO THE CENTERLINE AND THE SPACING THEREOF SHALL NOT EXCEED 50 FEET OR BE LESS THAN 10 FEET. CONTINUOUS KEYWAYS SHALL BE CONSTRUCTED AS SHOWN IN DETAIL A. A COMPLETE CURTAIN OF TRANSVERSE STEEL SHALL BE PLACED 3 INCHES FROM EACH FACE OF THE JOINTS AND LONGITUDINAL STEEL WILL NOT BE CONTINUOUS THROUGH THE JOINTS. IN ADDITION, EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN REINFORCED CONCRETE CHANNEL AND REINFORCED CONCRETE BOX SECTION AS SHOWN IN DETAIL B. DOWELS SHALL BE PLACED AT 12 INCHES SPACING CENTERED IN THE MIDDLE THIRD OF THE BOTTOM SLAB AND THE TOP THIRD OF SIDE WALLS. A MINIMUM OF 3 DOWELS PER SLAB AND WALL SHALL BE PLACED.
  7. WEEPHOLES SHALL BE FORMED AS SHOWN IN BOTH WALLS AT THE SPACING OF 10 FEET WITH ONE CUBIC FOOT OF FILTER MATERIAL WRAPPED IN FILTER FABRIC PLACED AT EACH HOLE.
  8. ALL SPICES ARE SUBJECT TO APPROVAL BY THE ENGINEER.



PREPARED BY:  
**STEVENSON, PORTO & PIERCE, INC.**  
 A LAND DEVELOPMENT SERVICES COMPANY  
 8800 LAUREL ST. SUITE 1100  
 BREA, CALIFORNIA 92621-1100  
 PHONE: (714) 459-1500  
 FAX: (714) 459-1501  
 DATE: 09/28/2021  
 R.C.E. #C51392

Don't forget, until you call U.S.A. Toll Free 1-800-227-2600 for the location of our utility lines Don't dig until you call. Don't dig until you call. Don't dig until you call.

BENCH MARK  
 B.M. NO. 11-0717  
 FOUND 27" BRASS DISK STAMPED  
 "B.M. 11-0717" IN  
 CONCRETE AT MEDIAN  
 INTERSECTION OF  
 BOULEVARD AND PACIFIC AVENUE.  
 ELEVATION 837.818 NAVD88

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF JURUPA VALLEY APPROVALS

RECOMMENDED BY: *[Signature]* DATE: 09/23/2021  
 APPROVED BY: *[Signature]* DATE: 9/24/2021

DESIGNED BY: JC/HAL  
 DRAWN BY: SJ/SR  
 DATE: JULY 2020

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 RECOMMENDED FOR APPROVAL BY: *[Signature]* DATE: 9/27/2021  
 SEAL OF CIVIL ENGINEER

APPROVED BY: *[Signature]* DATE: 9/27/2021  
 CHIEF OF DESIGN AND CONSTRUCTION

**FREEWAY LATERAL DETAIL SHEET**

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 9 OF 13



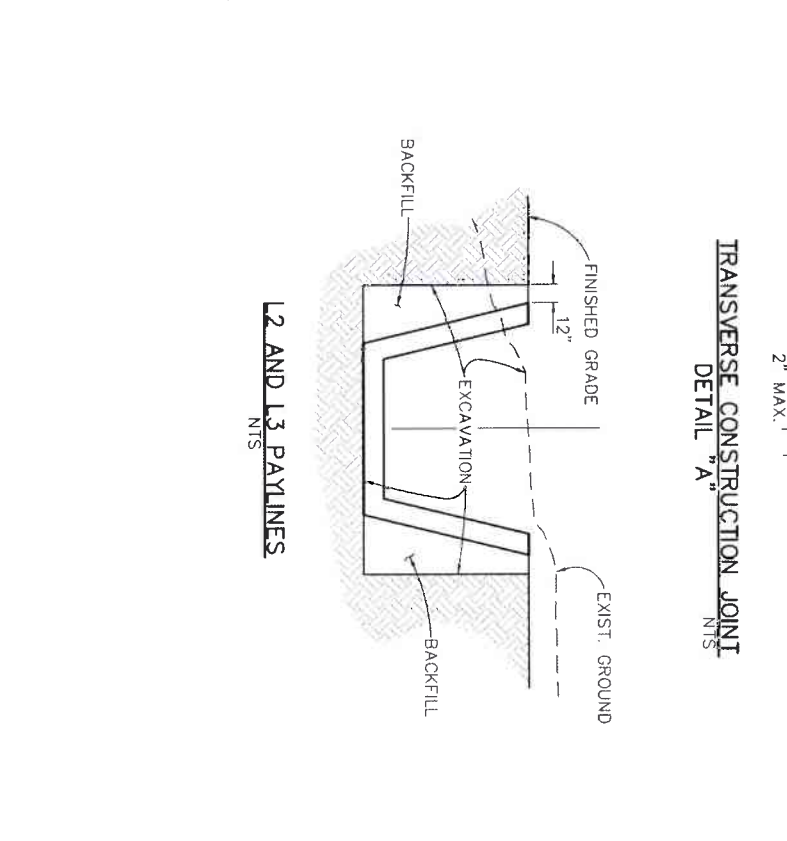
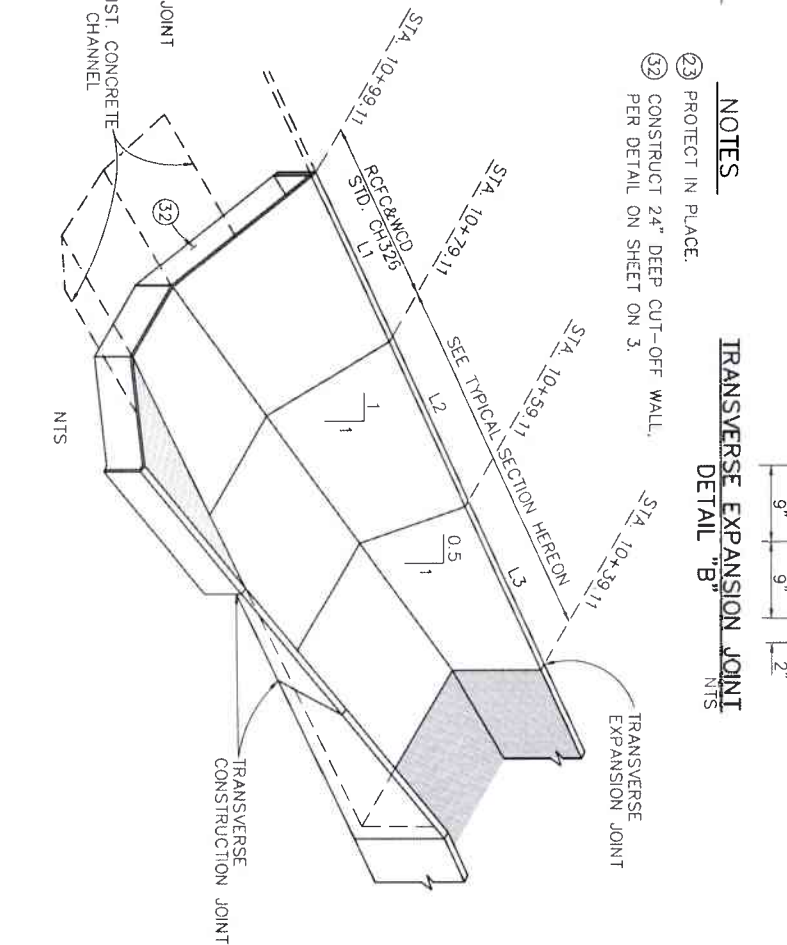
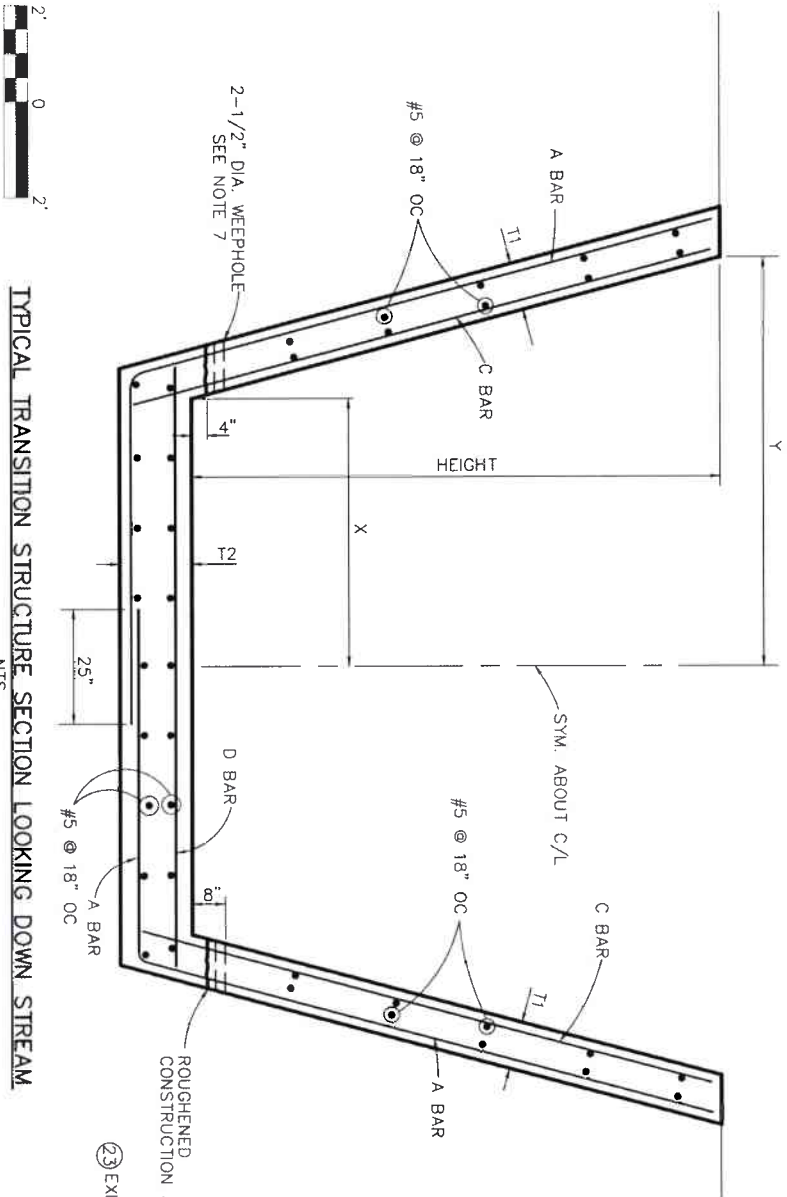
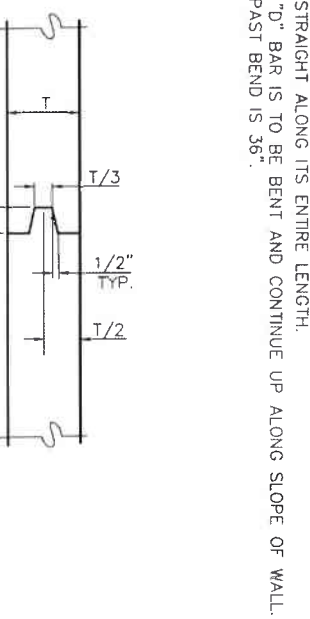
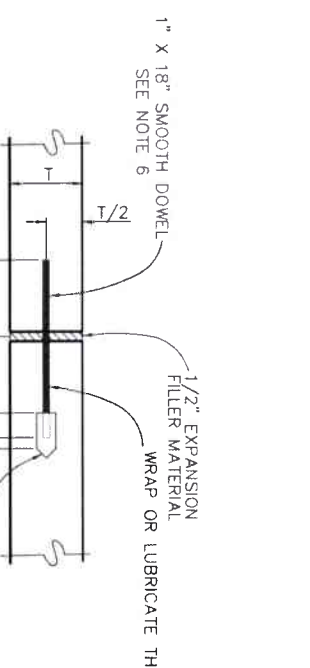
FREEWAY LATERAL (NORTH WALL)

DATA	DETAIL SCHEDULE		
	L3	L2	L1
STATION TO STATION	10+39.11 TO 10+59.11	10+59.11 TO 10+79.11	10+79.11 TO 10+99.11
X	4'	3.7'	3.4'
Y	4'	8.9'	12.9'
HEIGHT	10.1'	9.8'	9.5'
WALLS T1	14"	12"	
WALLS T2	18"	18"	
A BARS	#7 @ 6" OC	#7 @ 8" OC	
C BARS	#6 @ 10" OC	#7 @ 12" OC	
D BARS	#6 @ 10" OC	#7 @ 12" OC	

DATA	DETAIL SCHEDULE		
	L3	L2	L1
STATION TO STATION	10+39.11 TO 10+59.11	10+59.11 TO 10+79.11	10+79.11 TO 10+99.11
X	4'	3.7'	3.4'
Y	4'	8.8'	13.6'
HEIGHT	10.1'	10.1'	10.2'
WALLS T1	14"	12"	
WALLS T2	18"	18"	
A BARS	#7 @ 6" OC	#7 @ 8" OC	
C BARS	#6 @ 10" OC	#7 @ 12" OC	
D BARS	#6 @ 10" OC	#7 @ 12" OC	

- NOTES**
- STRUCTURAL CONCRETE SHALL BE CLASS "A".
  - ALL LONGITUDINAL BARS SHALL BE #5 @ 18 INCHES. PLACE BARS IN BOTTOM SLAB SYMMETRICALLY ABOUT CENTERLINE. PLACE BARS IN WALLS STARTING AT TOP WITH 2 INCHES CLEAR COVER.
  - CLEAR COVER FOR STEEL SHALL BE 2 INCHES FOR WALLS AND 3 INCHES EACH FACE FOR THE BOTTOM SLAB.
  - STEEL DIMENSIONED TO BACK OF BAR BEND.
  - FOR CONSTRUCTION OF CURVES, STRAIGHT TRANSVERSE BARS SHALL BE ALIGNED RADIALLY WITH SPACING MEASURED AT THE FACE OF WALL. FOR L-BARS IN WALLS, SPACING SHALL BE MEASURED BETWEEN THE VERTICAL LEGS OF BARS.
  - ALL TRANSVERSE CONSTRUCTION JOINTS SHALL BE IN VERTICAL PLANE NORMAL TO THE CENTERLINE AND THE SPACING THEREOF SHALL NOT EXCEED 50 FEET OR BE LESS THAN 10 FEET. CONTINUOUS KEYWAYS SHALL BE CONSTRUCTED AS SHOWN IN DETAIL A. A COMPLETE CURTAIN OF TRANSVERSE STEEL SHALL BE PLACED 3 INCHES FROM EACH FACE OF THE JOINTS AND LONGITUDINAL STEEL WILL NOT BE CONTINUOUS THROUGH THE JOINTS. IN ADDITION, EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN REINFORCED CONCRETE CHANNEL AND REINFORCED CONCRETE BOX SECTION AS SHOWN IN DETAIL B. DOWELS SHALL BE PLACED AT 12 INCHES SPACING CENTERED IN THE MIDDLE THIRD OF THE BOTTOM SLAB AND THE TOP THIRD OF SIDE WALLS. A MINIMUM OF 3 DOWELS PER SLAB AND WALL SHALL BE PLACED.
  - WEEPHOLES SHALL BE FORMED AS SHOWN IN BOTH WALLS PER STD. CH326 AT A SPACING OF 10 FEET.
  - ALL QUANTITIES SHOWN HEREON ARE APPROXIMATE.
  - ALL SPLICES ARE SUBJECT TO APPROVAL BY THE ENGINEER.
  - SECTION L1 PAY LIMIT PER STANDARD CH326.
  - THE LENGTH OF SECTION L1, L2, AND L3 ARE NOT NECESSARILY EQUAL. THE TOP OF THE TRANSITION SHALL BE STRAIGHT ALONG ITS ENTIRE LENGTH.
  - FOR L2 AND L3 ONLY, "D" BAR IS TO BE BENT AND CONTINUE UP ALONG SLOPE OF WALL. EXTENSION OF D BAR PAST BEND IS 56".

BAR	LENGTH	SEC	REMARK
#4	15"	-	SPLICE LENGTH
#5	18"	-	SPLICE LENGTH
#6	22"	-	SPLICE LENGTH
#7	25"	-	SPLICE LENGTH
#8	30"	-	SPLICE LENGTH



DESIGN DATA:

LIVE LOAD: HS-20 TRUCK LOAD, 175 PCF  
 SOIL DENSITY: 129 PCF  
 $f_c = 6,000$   
 $f_y = 60,000$

TYPICAL TRANSITION STRUCTURE SECTION LOOKING DOWN STREAM

NTS

TRANSVERSE EXPANSION JOINT DETAIL "B"

NTS

TRANSVERSE CONSTRUCTION JOINT DETAIL "A"

NTS

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL  
 No. 01394  
 Exp. 6-30-2023  
 STATE OF CALIFORNIA  
 JAMES C. CHIN  
 R.C.E. #C51394

PREPARED BY:  
**STEVENS, PORTO & PIERCE, INC.**  
 1440 DIXE GARDEN SQUARE SUITE 1100  
 BERKELEY, CALIFORNIA 94702  
 PHONE: (714) 490-1500

DATE: 09/29/2021

Don't Dig Until You Call U.S.A. Toll Free  
 1-800-227-2800

City of Jurupa Valley  
 11-0717

FOUND: 2" BRASS DISK STAMPED  
 B.M. L.S. 8845  
 CONCRETE MIDDLE AT THE  
 INTERSECTION OF  
 BOULEVARD AND PACIFIC AVENUE  
 ELEVATION 837.818 NAVD88

REVISIONS

NO.	DESCRIPTION	DATE	BY	APPR.

CITY OF JURUPA VALLEY APPROVALS

APPROVED: [Signature] DATE: 09/22/2021

DESIGNED BY: JC/AL DATE: 09/22/2021  
 DRAWN BY: SL/SR DATE: JULY 2020

WATER CONSERVATION DISTRICT APPROVAL BY: [Signature] DATE: 9/27/2021

CHIEF OF DESIGN AND CONSTRUCTION DATE: 9/27/2021

PROJECT NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 11 OF 13



SUNNYSLOPE CHANNEL (WEST WALL)

DATA	DETAIL SCHEDULE		
STA. TO STA.	L3	L2	L1
93+67.23 TO 93+99.34	93+99.34 TO 94+32.67	94+32.67 TO 94+66.00	
X	11.38'	7.2'	4.3'
Y	11.38'	11.4'	11.6'
HEIGHT	10'	8.3'	7.3'
WALLS T1	14"	12"	
WALLS T2	18"	18"	
A BARS	#7 @ 6" OC	#7 @ 8" OC	
C BARS	#6 @ 10" OC	#7 @ 12" OC	
D BARS	#6 @ 10" OC	#7 @ 12" OC	

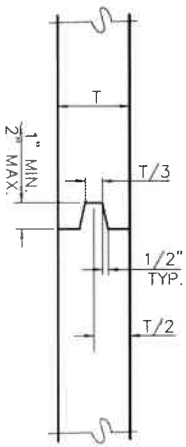
DATA	DETAIL SCHEDULE		
STA. TO STA.	L3	L2	L1
93+64.92 TO 93+99.34	93+99.34 TO 94+32.67	94+32.67 TO 94+66.00	
X	11.38'	7.2'	4.3'
Y	11.38'	11.4'	11.7'
HEIGHT	9.5'	8.3'	7.4'
WALLS T1	14"	12"	
WALLS T2	18"	18"	
A BARS	#7 @ 6" OC	#7 @ 8" OC	
C BARS	#6 @ 10" OC	#7 @ 12" OC	
D BARS	#6 @ 10" OC	#7 @ 12" OC	

NOTES

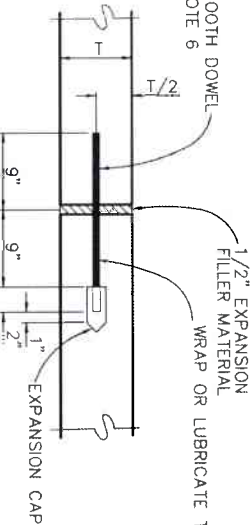
- STRUCTURAL CONCRETE SHALL BE CLASS "A"
- ALL LONGITUDINAL BARS SHALL BE #5 @ 18 INCHES. PLACE BARS IN BOTTOM SLAB SYMMETRICALLY ABOUT CENTERLINE. PLACE BARS IN WALLS STARTING AT TOP WITH 2 INCHES CLEAR COVER.
- CLEAR COVER FOR STEEL SHALL BE 2 INCHES FOR WALLS AND 3 INCHES EACH FACE FOR THE BOTTOM SLAB.
- STEEL DIMENSIONED TO BACK OF BAR BEND.
- FOR CONSTRUCTION OF CURVES, STRAIGHT TRAVERSE BARS SHALL BE ALIGNED RADially WITH SPACING MEASURED AT THE FACE OF WALL. FOR L-BARS IN WALLS, SPACING SHALL BE MEASURED BETWEEN THE VERTICAL LEGS OF BARS.
- ALL TRANSVERSE CONSTRUCTION JOINTS SHALL BE IN VERTICAL PLANE NORMAL TO THE CENTERLINE AND THE SPACING THEREOF SHALL NOT EXCEED 50 FEET OR BE LESS THAN 10 FEET. CONTINUOUS KEYWAYS SHALL BE CONSTRUCTED AS SHOWN IN DETAIL A. A COMPLETE CURTAIN OF TRANSVERSE STEEL SHALL BE PLACED 3 INCHES FROM EACH FACE OF THE JOINTS AND LONGITUDINAL STEEL WILL NOT BE CONTINUOUS THROUGH THE JOINTS. IN ADDITION, EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN REINFORCED CONCRETE CHANNEL AND REINFORCED CONCRETE BOX SECTION AS SHOWN IN DETAIL B. DOWELS SHALL BE PLACED AT 12 INCHES SPACING CENTERED IN THE MIDDLE THIRD OF THE BOTTOM SLAB AND THE TOP THIRD OF SIDE WALLS. A MINIMUM OF 3 DOWELS PER SLAB AND WALL SHALL BE PLACED.
- WEEPHOLES SHALL BE FORMED AS SHOWN IN BOTH WALLS PER STD. CH326 AT A SPACING OF 10 FEET.
- ALL QUANTITIES SHOWN HEREON ARE APPROXIMATE.
- ALL SPLICES ARE SUBJECT TO APPROVAL BY THE ENGINEER.
- SECTION L1 PAY LIMIT PER STANDARD CH326.
- THE LENGTH OF SECTION L1, L2, AND L3 ARE NOT NECESSARILY EQUAL. THE TOP OF THE TRANSITION SHALL BE STRAIGHT ALONG ITS ENTIRE LENGTH.
- FOR L2 AND L3 ONLY, "D" BAR IS TO BE BENT AND CONTINUE UP ALONG SLOPE OF WALL. EXTENSION OF D BAR PAST BEND IS 36"

BAR	LENGTH	SEC	REMARK
#4	15"	-	SPLICE LENGTH
#5	18"	-	SPLICE LENGTH
#6	22"	-	SPLICE LENGTH
#7	25"	-	SPLICE LENGTH
#8	30"	-	SPLICE LENGTH

TRANSVERSE CONSTRUCTION JOINT DETAIL "A"

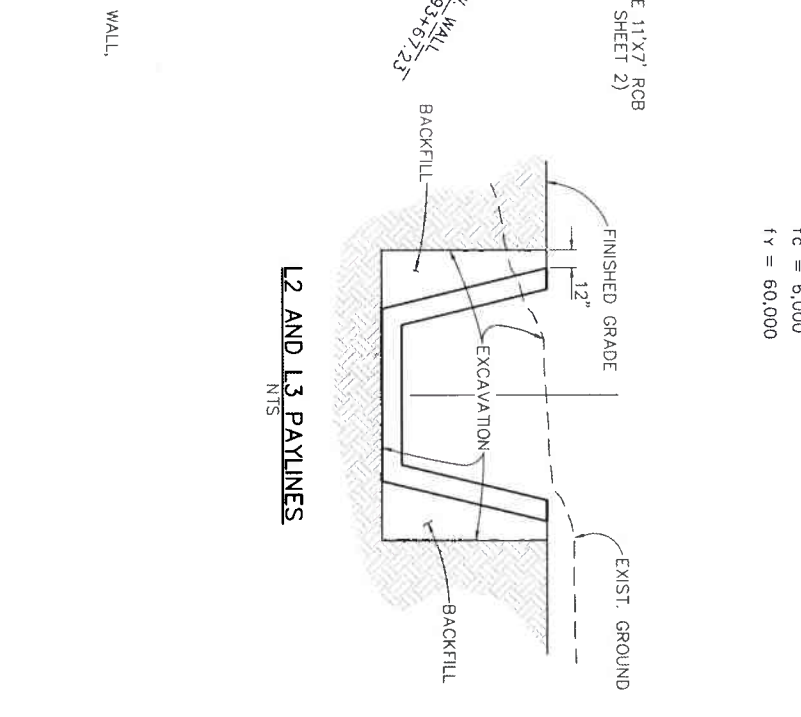
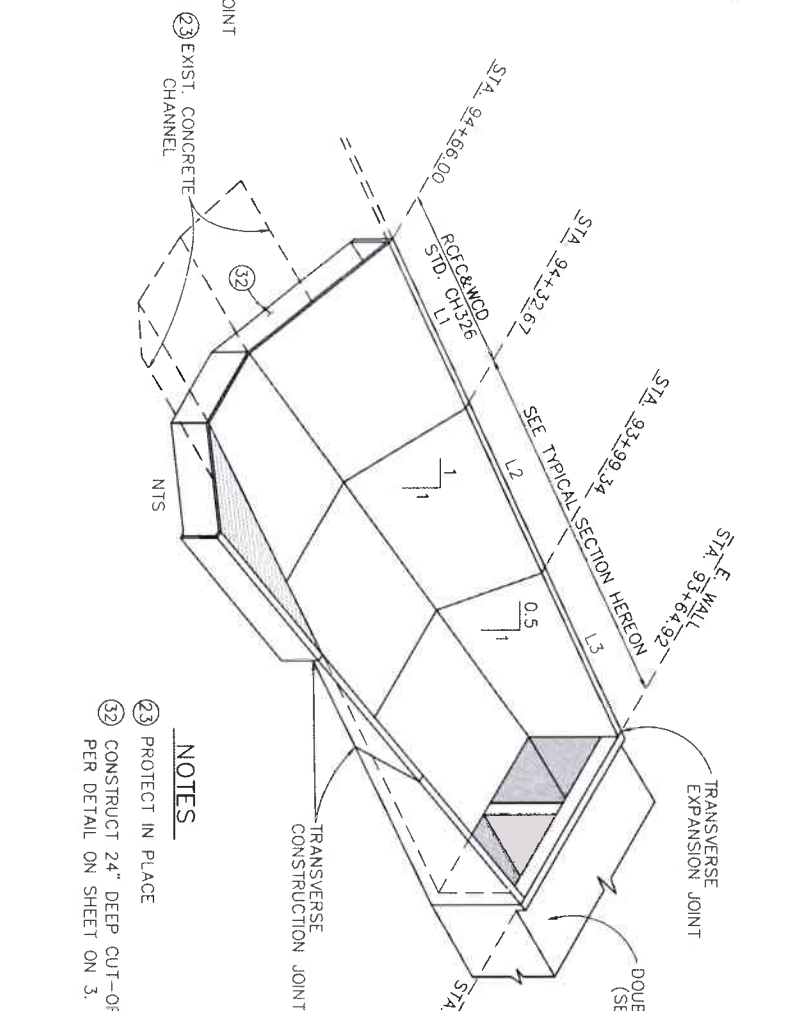
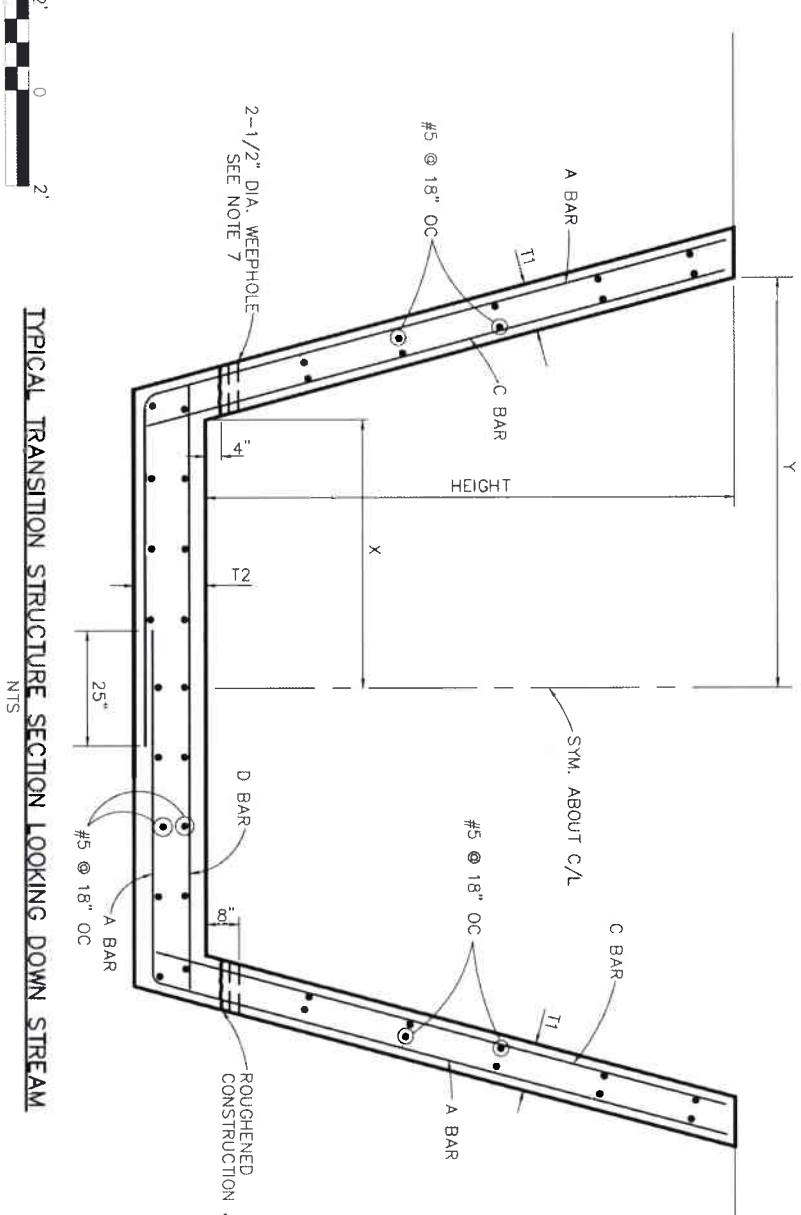


TRANSVERSE EXPANSION JOINT DETAIL "B"



DESIGN DATA:

LIVE LOAD: HS-20 TRUCK LOAD, 175 PCF  
 SOIL DENSITY: 129 PCF  
 $f_c = 6,000$   
 $f_y = 60,000$



- NOTES
- PROTECT IN PLACE
  - CONSTRUCT 24" DEEP CUT-OFF WALL PER DETAIL ON SHEET ON 3.

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL  
 No. 61394  
 Exp. 6-30-2023

PREPARED BY:  
**STEVENS, PORTO & PIERCE, INC.**  
 1 JACOBO DRIVE, SUITE 300  
 BREA, CA 92621  
 PHONE: (714) 490-1500

DATE: 09/28/2021

DRONE: 09/28/2021

1-800-227-2600

Don't Dig, Until You Call U.S.A. Toll Free

1-800-227-2600

Don't Dig, Until You Call U.S.A. Toll Free

1-800-227-2600

Don't Dig, Until You Call U.S.A. Toll Free

1-800-227-2600

BENCH MARK  
 FOUND 2" BRASS DISK STAMPED  
 "B.M. L.S. 8849.1" JUST THE  
 INTERSECTION MED. OF  
 BOUTLIVARD AND PACIFIC AVENUE.  
 ELEVATION: 837.818' NAVD88

REVISIONS

NO.	DESCRIPTION	DATE
1		

CITY OF JURUPA VALLEY APPROVALS

APPROVED BY: [Signature]

DATE: 09/22/2021

DESIGNED BY: JC/AL

DATE: 09/22/2021

DRAMA: SL/SR

DATE: 09/22/2021

DATE: 09/22/2021

SUNNYSLOPE CHANNEL  
 STAGE 5  
 DETAIL SHEET

PROJ. CT. NO. 1-0-00266  
 DRAWING NO. 1-0732  
 SHEET NO. 12 OF 13

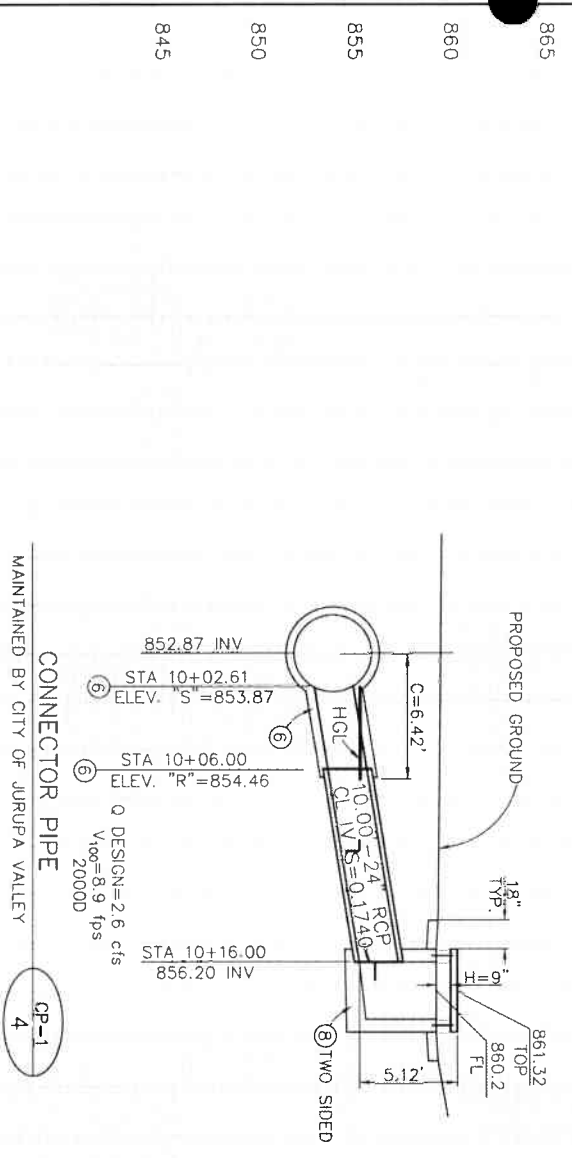
RIVERSIDE COUNTY FLOOD CONTROL  
 AND  
 WATER CONSERVATION DISTRICT

APPROVED BY: [Signature]

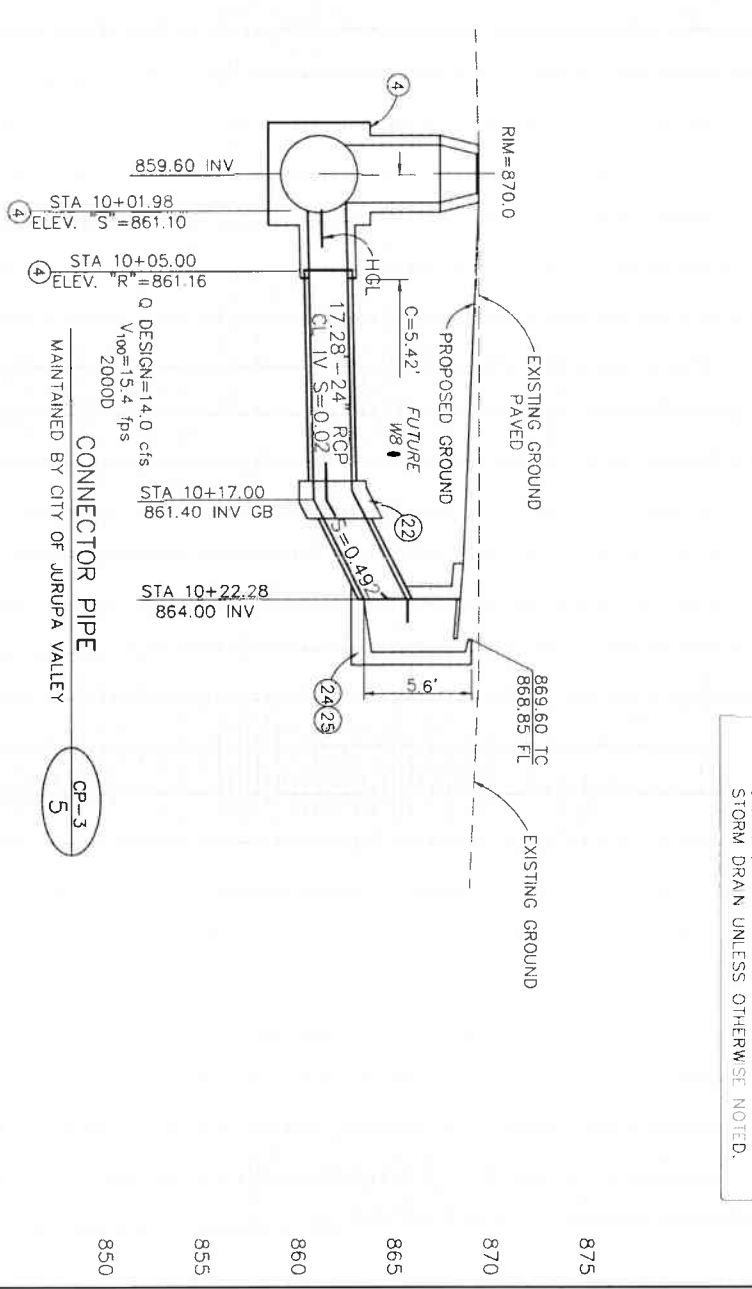
DATE: 09/22/2021



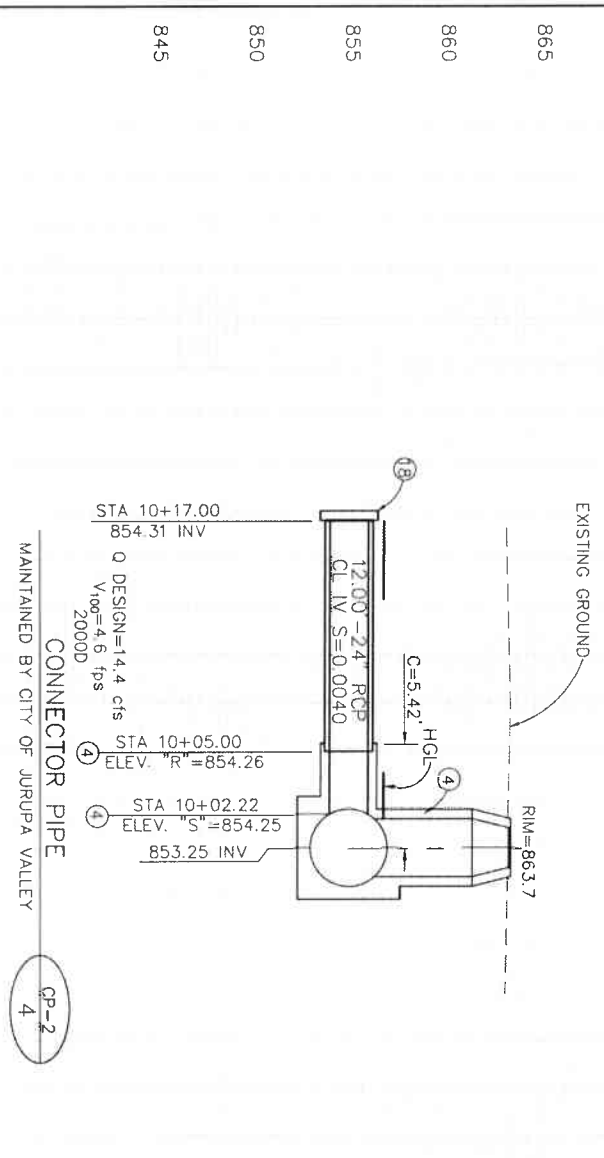
NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.



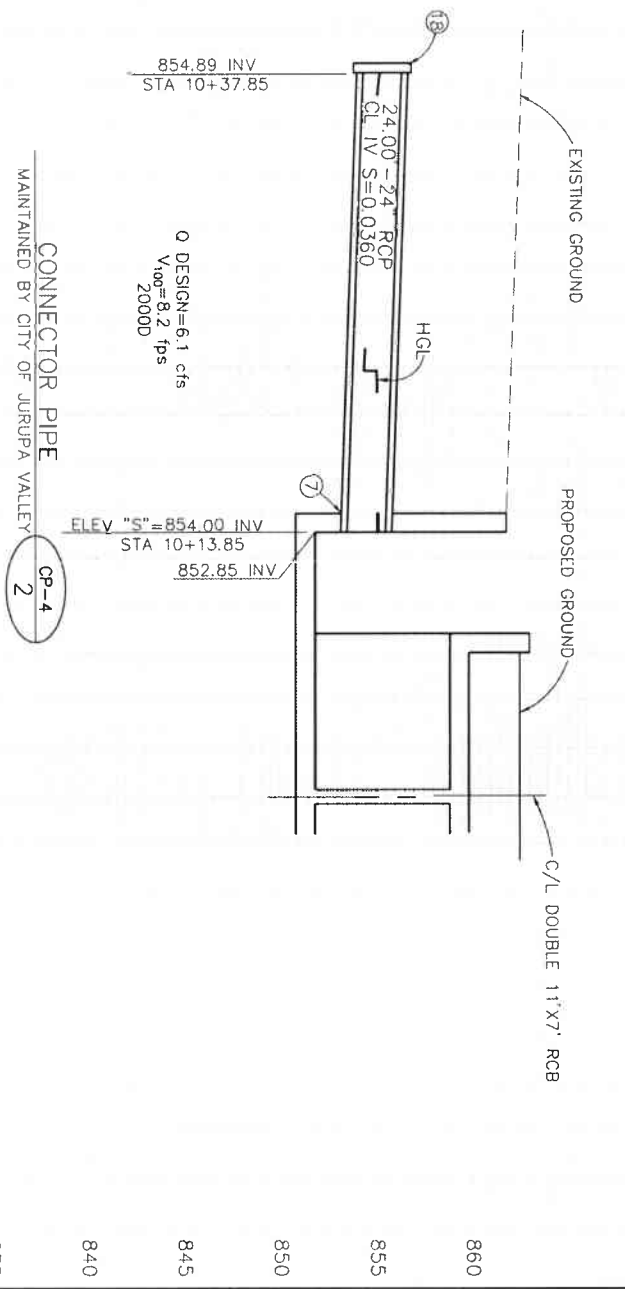
CONNECTOR PIPE  
GP-1  
4  
MAINTAINED BY CITY OF JURUPA VALLEY



CONNECTOR PIPE  
GP-3  
5  
MAINTAINED BY CITY OF JURUPA VALLEY



CONNECTOR PIPE  
GP-2  
4  
MAINTAINED BY CITY OF JURUPA VALLEY



CONNECTOR PIPE  
GP-4  
2  
MAINTAINED BY CITY OF JURUPA VALLEY



- NOTES**
- ④ CONSTRUCT MANHOLE NO. 4 PER RCF&WCD STD DWG NO. MH254.
  - ⑥ CONSTRUCT JS NO. 2 PER RCF&WCD STD DWG NO. JS227.
  - ⑦ CONSTRUCT JS NO. 3 PER RCF&WCD STD DWG NO. JS228.
  - ⑧ CONSTRUCT MODIFIED DROP INLET PER RCF&WCD STD. DWG NO. CB110

- NOTES**
- ⑱ CONSTRUCT CONCRETE BULKHEAD PER RCF&WCD STD. DWG. MB16.
  - ⑳ CONSTRUCT CONCRETE COLLAR PER RCF&WCD STD DWG NO. MB03.
  - ㉑ CONSTRUCT COMBINATION INLET CATCH BASIN NO. 2 PER R.C.T.D. STD. 302.
  - ㉒ CONSTRUCT GUTTER DEPRESSION FOR GRATE OPENING CATCH BASIN PER R.C.T.D. 312.



REGISTERED BY  
**STEVENSON, PORTO & PIERCE, INC.**  
4 JACO DEVELOPMENT SERVICES COMPANY  
265 S BANCROFT AVE. SUITE 1105  
BERKELEY, CALIFORNIA 94701  
PHONE: (415) 850-1550  
DATE: 09/28/2021

Don't Dig. Just You Call U.S.A. Toll Free  
1-800-227-2600  
for the location of the site.  
Don't dig. Just You Call U.S.A. Toll Free  
1-800-227-2600  
for the location of the site.

BRANCH MARK  
B.M. NO. 11-0717  
FOUND 2" BRASS DISK STAMPED  
"U.S. 8845" IN  
CONCRETE  
IN SECTION  
BOULEVARD AND PACIFIC AVENUE  
ELEVATION 837.818 NAD89

CITY OF JURUPA VALLEY APPROVALS  
RECOMMENDED: [Signature]  
DATE: 09/22/2021  
DESIGNED BY: J.C./A.L.  
DATE: 09/22/2021  
CHECKED BY: S/SR  
DATE: 09/22/2021  
SEAL: [Signature]  
DATE: 09/22/2021

WATER CONSERVATION DISTRICT  
APPROVED BY: [Signature]  
DATE: 9/21/2021

PARAMOUNT ESTATES  
MDP LINE 'C'  
CONNECTOR PIPE PROFILES  
PROJECT NO. 1-0-00266  
DRAWING NO. 1-0732  
SHEET NO. 13 OF 13

