COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS SPECIAL PROVISIONS PROPOSAL AND BID BOOK FOR

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS COUNTY PROJECT No. 6953CAPP



Notice to bidders

Special Provisions: September 8, 2023
Project Plans approved: August 18, 2023
Standard Specifications: 2022

Standard Plans Dated: 2022

Bid Opening Date: September 21, 2023 at 2:30 p.m.



For use in connection with the 2022 editions of the California Department of Transportation Standard Plans and Standard Specifications, and "Green Book Standard Specifications for Public Works Construction" latest edition. General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates to the State of California, Department of Transportation.

SPECIAL NOTICE NO. 1

The bidder's attention is directed to Section 5 entitled, "Control of Work" which requires that proposed subcontractors be listed in the bidder's proposal. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Director of Public Works in writing within two working days after the time of the bid opening, and copies sent to the subcontractors involved.

SPECIAL NOTICE NO. 2

- Temporary traffic control requirements have been revised. The bidder's attention is directed to sections 7-1.03, 7-1.04, and 12. Sections include method of payment and requirements to furnish, install, and maintain temporary traffic control.
- The "Proposal and Contract" book has been retitled and is now the "Bid" book.
- The "Notice to Contractors" has been retitled and is now the "Notice to Bidders."
- Construction Contract Notification Requirement to the Office of Federal Contract Compliance Programs. Refer to Section 3 entitled, "Contract Award and Execution," found under Special Provisions.

SPECIAL NOTICE NO. 3

Pursuant to the requirements of Senate Bill 854 and California Labor Code section 1725.5, all contractors and subcontractors that wish to engage in public work through a public works contract must first register with the Department of Industrial Relation and pay all applicable fees.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For more information concerning Senate Bill 854 compliance, please visit: http://www.dir.ca.gov/Public-Works/SB854.html.

SPECIAL NOTICE NO. 4

- See sections 2 and 3 for contractors' registration requirements.
- See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B(1).
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.
- See section 6-1.07 for telecommunications and video surveillance equipment or services prohibitions for Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliates of such entities (NDAA Prohibited Manufacturers (ucsd.edu)).

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS

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PART I BIDDING INFORMATION

COUNTY OF IMPERIAL NOTICE TO BIDDERS

Sealed proposals will be received at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, California 92243, until 2:30 p.m. on September 21, 2023 at which time they will be publicly opened and read at the above stated time and place, for construction in accordance with the specifications therefor, to which special reference is made, as follows:

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS County of Imperial Project No. 6953CAPP

The contractor shall possess a California contractor's license, Class A, at the time this contract is awarded. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time other contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Bids are required for the entire work described herein. The contractor does not have the option to submit a bid proposal on only a portion of the following described work. The contractor must respond with a bid proposal for Bid.

Recommendation of selection to award Base Bid will be based on cost and budget availability at time of award. For purposes of determination of the lowest bid, Public Contract Code Section 20103.8 (a) will be used.

Technical questions or clarifications must be in writing and should be directed to the Imperial County Department of Public Works, Attention to Adolfo Garcia, Construction Engineering Coordinator, at 155 S. 11th Street, El Centro, CA 92243 or emailed to adolfogarcia@co.imperial.ca.us before September 13, 2023. No questions will be responded to after this day.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted communicated as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

BID ITEM LIST

			11.00	1
Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	999990	MOBILIZATION	LS	1
2	120100 120090			1
3		SURVEYING AND CONSTRUCTION STAKING	LS	1
4	130100 130200 130640	WATER POLLUTION CONTROL	LS	1
5	170103	CLEARING AND GRUBBING (LS)	LS	1
6		MONUMENT PRESERVATION/PERPETUATION	LS	1
7	260203	CLASS 2 AGGREGATE BASE (CY)	CY	3,620
8	390132	HOT MIX ASPHALT (TYPE A)	TON	2770
9	397005	TACK COAT	TON	1
10	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	1970
11	730045A	MINOR CONCRETE (CROSS GUTTER)	CY	71
12	730045A	MINOR CONCRETE (RIBBON GUTTER)	CY	1
13	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	500
14		MINOR CONCRETE (TYPE A ROLLED CURB AND GUTTER)	CY	30
15	730010	MINOR CONCRETE (CURB)	CY	10
16	731516	MINOR CONCRETE (DRIVEWAY)	CY	470
17	731521	MINOR CONCRETE (SIDEWALK)	CY	530
18	731623	MINOR CONCRETE (CURB RAMP – ALL TYPES)	CY	110
19	730070	DETECTABLE WARNING SURFACE	SQFT	300
20	780254A	ADJUST WATER VALVE COVER TO GRADE	EA	11
21	780256	ADJUST WATER METER TO GRADE	EA	6
22	780258	ADJUST MANHOLE TO GRADE	EA	3
23	870700A	SOLAR FLASHING BEACON SYSTEM (2 ASSEMBLIES PER SYSTEM)	EA	2
24	820840A	SIGNING, STRIPING AND PAVEMENT MARKINGS	LS	1
25	190101	ROADWAY EXCAVATION	CY	6,700
26	190101	REMOVAL, DISPOSAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	586
27	190101A	INSTALL NATIVE MATERIAL (GRADING TO DAYLIGHT)	CY	130
28		PROVIDE AND INSTALL "NO IDLING" SIGN	EA	3
29		TIME AND MATERIAL ALLOCATION	LS	1

Plans, specifications, and proposal forms (bid documents) for bidding this project can be obtained at the office of the Imperial County Department of Public Works; 155 South 11th Street, El Centro, CA 92243. A \$100.00 fee is required (no refund will be made). Mail service is available at an additional cost of \$15.00 per set of documents. Make checks payable to the County of Imperial Department of Public Works.

Alternately, the bid documents can be found on Imperial County Public Works website under "Projects Out to Bid" at www.co.imperial.ca.us/PublicWorks/Index.htm.

Only those firms who have purchased the bid documents and the required trade journals will be directly provided any addendums that may be issued for this project prior to the bid opening date. Every attempt will be made to post addendums on the above-mentioned Imperial County Public Works website as well.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Bid security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond for ten (10) percent of the maximum bid amount being proposed.

The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount. The submission of a labor and materials bond (payment bond) is required on projects in excess of \$25,000.00.

Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

The County of Imperial hereby affirms and notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

Federal, State and local regulations and reporting requirements applicable to the proposed work must be complied with for this project.

No work shall be performed by contractor or subcontractors who are ineligible pursuant to Cal. Lab. Code 1777.1 and 1777.7.

Contractor and its subcontractors shall pay all workers employed on the project the rates determined by the Director of California Department of Industrial Relations (DIR).

These wages are also available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, telephone no. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

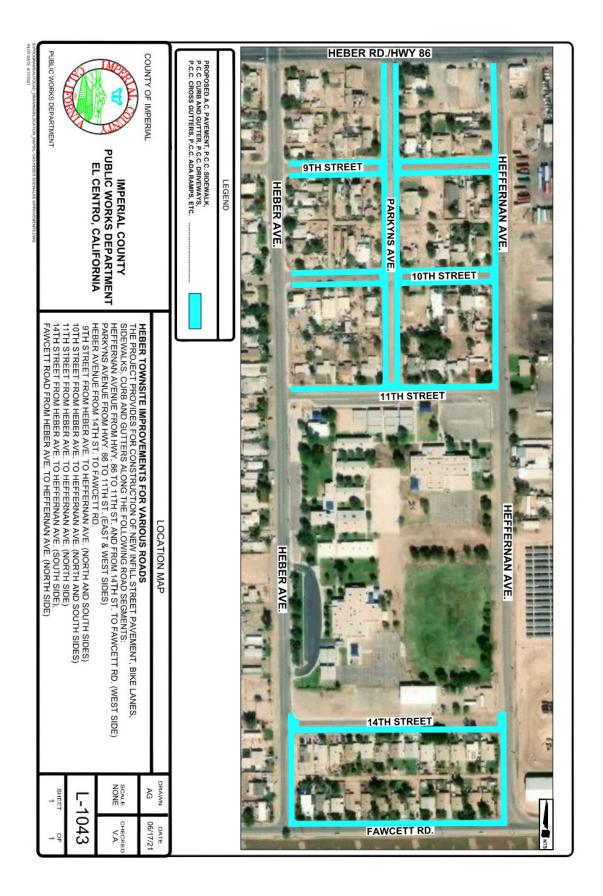
Withdrawal of bids shall not be permitted for a period of seventy-five (75) days after the date set for the opening thereof.

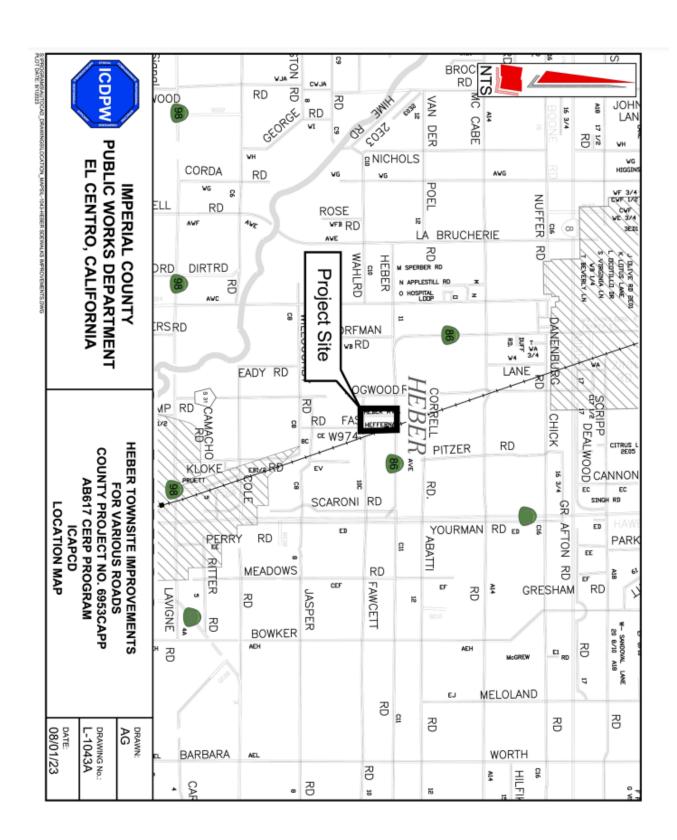
Monies withheld by the owner to ensure performance under the contract may be released in accordance with Government Code Section 4590 and these contract documents.

Clerk of the Board of Supervisors

Approved for Construction

Director of Public Works





STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A Abbreviations (Sheet 1 of 3)
A3B Abbreviations (Sheet 2 of 3)
A3C Abbreviations (Sheet 3 of 3)

A10A Legend - Lines and Symbols (Sheet 1 of 5)
A10B Legend - Lines and Symbols (Sheet 2 of 5)
A10C Legend - Lines and Symbols (Sheet 3 of 5)
A10D Legend - Lines and Symbols (Sheet 4 of 5)
A10E Legend - Lines and Symbols (Sheet 5 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A Pavement Markers and Traffic Lines - Typical Details

A24D Pavement Markings - Words
A24F Pavement Markings - Crosswalks

RSP A24G Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62A Excavation and Backfill - Miscellaneous Details

FENCES

RSP A85 Chain Link Fence

A85A Chain Link Fence Details
A85B Chain Link Fence Details

CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87A Curbs and Driveways
A87B Hot Mix Asphalt Dikes
A88A Curb Ramp Details

TEMPORARY WATER POLLUTION CONTROL

T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)

ROADSIDE SIGNS

RS1 Roadside Signs - Typical Installation Details No. 1
RS4 Roadside Signs - Typical Installation Details No. 4

CANCELED STANDARD PLANS LIST The standard plan sheets listed below are canceled and not applicable to this contract. Date Date Date Plan No. Plan No. Plan No. Canceled Canceled Canceled

SPECIAL PROVISIONS

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS County of Imperial Project No. 6953CAPP

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

The work embraced herein shall be done in accordance with the Standard Specifications dated October 2022 and the Standard Plans dated October 2022, of the Department of Transportation insofar as the same may apply, the project plans and these special provisions. The special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Bid Items and Applicable Sections

Item	Item description	Applicable
code		section
<u>190101A</u>	INSTALL NATIVE MATERIAL (GRADING TO DAYLIGHT)	<u>19</u>
730045A	MINOR CONCRETE (CROSS GUTTER)	73
780254A	ADJUST WATER VALVE COVER	<u>78</u>
<u>780256</u>	ADJUST WATER METER BOX	<u>78</u>
780258	ADJUST SEWER MANHOLE	<u>78</u>
820840A	SIGNING, STRIPING AND PAVEMENT MARKINGS	<u>82, 84</u>
870700A	SOLAR FLASHING BEACON SYSTEM	<u>87</u>

Add to section 1-1.07B:

Attorney General: County Counsel

Board of Supervisors or Board: The Board of Supervisors of the County of Imperial, the governing body created by law and the awarding authority of the County of Imperial, acting either directly or through its duly appointed officials.

Chief Engineer: County Director of Public Works

Contract Documents: Plans, Notice to Bidders and Special Provisions, and Bid Book and Contract

County: County of Imperial, a political subdivision of the State of California, as created by law

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Redefine the following definitions in section 1-1.07B to mean:

California Standard Specifications: Also, Standard Specifications: The Standard Specifications dated October 2022, State of California, Department of Transportation.

Department/Department of Transportation: County of Imperial Board of Supervisors (except when referencing a test methods of, or to denote publications or designate the mailing address of an agency of the State of California, website, mailing address, or manual)

Director: The appointed official of the County of Imperial authorized to administer the contract.

District: The Department of Public Works, Imperial County

Division of Measurement Standards: Wherever used in the Standard Specifications, shall refer to the Department of Agricultural Commissioner-Weights and Measures of the County of Imperial.

Engineer: The Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Liquidated Damages: The amount prescribed in the Specifications to be paid to the County or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

State of California: Also, State: As used in these Specifications relative to the contract administration, refers to the County of Imperial.

State Contract Act: Chapter 1, Part 2, Division 2 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

Replace The Department in the 1st paragraph in section 1-1.08 with:

Caltrans

Replace the paragraph of section 1-1.12 with:

Make checks and bonds payable to the County of Imperial.

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2 BIDDING

Replace the paragraphs of section 2-1.06A with:

This section includes requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The bidder's bond shall conform to the bond form in the bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in Section 2-1.33A, "General," of the Standard Specifications will be found following the signature page of the Proposal.

Locations for obtaining Contract documents are listed in the Notice to Bidders.

The County will receive sealed bids until the time and date stated in the Notice to Bidders at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Bids received after this time will not be accepted.

The County will immediately open and public read the bids at the above location after the specified bid opening time.

The Notice to Bidders and Special Provisions includes the Notice to Bidders and the special provisions.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the *Bid Book* (Pub Cont. Code §7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Replace the 1st through 8th paragraphs of section 2-1.06B with:

2-1.06B Supplemental Project Information

The County makes the following supplemental project information available:

Supplemental Project Information

Supplemental 1 Toject Information		
Means	Description	
Included in the Information Handout	<u>Geotechnical Study Report</u>	
Included in the Information Handout	Water Pollution Control Program	

The Information Handout is available at the same location as the bid documents.

Add to section 2-1.07:

Check with local contractors regarding local site, surface, subsurface, and material conditions and variability. Failure to do so will not relieve your obligation to enter into a contract and complete the contemplated work under the Contract Documents.

Examine all of the various parts of these Documents if contemplating the submission of a bid and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. The County is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to Adolfo Garcia, at 155 S. 11th Street, El Centro, CA 92243 or emailed to <u>adolfogarcia@co.imperial.ca.us</u> before <u>September 13, 2023</u>. No questions will be responded to after this day.

Replace item 2 in the list in the 2nd paragraph of section 2-1.10 with:

2. California contractor license number

Add to section 2-1.10:

SUBCONTRACTOR LIST

The Contractor shall maintain records showing the name and business address of each subcontractor and/or trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. Prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be provided to the Engineer by the Contractor. These records shall be furnished to the Engineer within 90 days from the date of Contract acceptance. \$10,000 will be withheld from payment until this is submitted and accepted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by trucking companies to all firms, including owner-operators, for the leasing of trucks.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name and California Highway Patrol CA number of the owner of the truck for all trucks used during that month.

A sheet for listing subcontractors, as required herein is included in the proposal.

For purposes of this reporting, the term Subcontractor shall include:

- A. A contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who contracts with you; or
- B. Any subcontractor as defined in Public Contracts Code 4113 that performs work or labor or otherwise renders service to you; or
- C. Any person, corporation, partnership, joint venture, association or other business entity that provides to you machinery or other equipment, together with the operator of such equipment or machinery,

unless such business entity is paid an hourly rate, works under your sole control and can terminate its business relationship with you at will without incurring any liability for such termination.

Replace the paragraphs of section 2-1.33A with:

Complete the forms in the *Bid Book*. Submit the forms with your bid.

Do not fax forms, except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (442) 265-1858, Attention Adolfo Garcia, Construction Engineering Coordinator.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

All blank spaces in the bid form must be filled in, in ink, in both words and figures, where required. No changes will be made in the phraseology of the forms. Written amounts will govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Indicate receipt of all addenda.

Any bid will be deemed nonresponsive if it contains any of the following:

- 1. Omissions, erasures, alterations, or additions of any kind
- 2. Prices uncalled for
- 3. Prices that are obviously unbalanced
- 4. Fails to conform to the conditions of the published Advertisement for Bid in any manner.

Sign your bid in ink in the space provided.

If you are a corporation, state the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If you are a co-partnership, state the true name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

State and local sales and use taxes required by State statues and laws will be paid by you. Prices quoted in the Bid must include sales tax.

Submit bids in a sealed envelope to the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Each sealed bid must be plainly marked on the outside as "BID for HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS, County Project No. 6953CAPP," to be opened at << time and date stated in the Notice to Bidders >>" and must bear on the outside the name of the bidder, his address, and his license number.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

You must satisfy yourself of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids are submitted, you will not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

You may modify your bid by written communication provided such communication is received by the County before bid opening time. The written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

A bid will not be accepted if it modifies the plans or specifications or method of work.

All bidders shall submit documents to the Imperial County Public Works Department showing proof of valid and current permits issued by the Air Pollution Control District, including the authorization to construct and the permit to operate. The permits shall be submitted after the bid opening and prior to the award of the Contract. Any bidders failing to submit said documents 10 days after bid opening shall render their bids nonresponsive and/or responsible.

Full compensation for all coordination with and obtaining such permits and licenses shall be at your expense, including any agency permit fees.

Replace the paragraphs of section 2-1.34 with:

Each bid must be accompanied by a bid bond payable to the County for ten percent (10%) of the total amount of the bid. Once bid prices have been compared, the County will return the bid bonds of all except the three lowest responsible bidders. When the agreement is executed, the bid bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved. A certified check or cashier's check may be used instead of a bid bond, made payable to the County of Imperial.

The bidder's bond must conform to the bond in the *Bid Book* and must be properly filled out and executed. The bidder's bond form included in the *Bid Book* may be used.

Replace the paragraphs of section 2-1.40 with:

The County may waive any informalities or minor defects or reject all bids. Any bid may be withdrawn before the bid opening or authorized postponement date. No bidder may withdraw a bid within seventy-five (75) days after the bid opening date. If the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

Add to section 2-1.46:

The County may make such investigations necessary to determine your ability to perform the work, and you will furnish to the County all requested information and data for this purpose. The County reserves the right to reject any bid if it is determined you are unqualified to carry out the obligations of the Contract and to complete the work.

Add to section 2-1.49:

Failure to fulfill the requirements of these Contract Documents may subject you to a determination of bidder's responsibility if you are the apparent low bidder on future public works contracts.

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

All bids will be compared on the basis of the engineer's estimate of the quantities of work to be done.

The estimated quantities listed in the bid are approximate and for the basis of award of the Contract. Payment will be made on the measurement of the work actually performed by you. The County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in section 9-1.06.

When the bid for the work is to be submitted on a lump sum basis, a single lump sum price must be submitted in the appropriate place. The total amount to be paid must be the amount of the lump sum in the bid, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, you will break down and submit the lump sum bid into unit prices for the various portions to be completed.

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder whose proposal complies with all the requirements prescribed.

Replace the paragraphs of section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace the paragraphs of section 3-1.04 with:

Any party with a direct financial interest adversely affected by any alleged bid irregularity at the bid opening may file a protest with the County based on alleged violations of Federal, State, or local law or ordinance, or alleged bid irregularity.

A protest must:

- 1. Be delivered to 155 S. 11th Street, El Centro, CA 92243
- 2. Be written
- 3. State the specific basis of the appeal
- 4. Request a determination of the protest issue
- 5. Be filed no later than 72 hours before the scheduled award of Contract by County, as determined by the published agenda of the Board of Supervisors of the County of Imperial. Any protest filed after this time will not be considered.

The party filing the protest must transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal concurrently.

The County will review the protest and make a determination.

The Notice to Proceed will be issued after the Contract has been approved by the Imperial County Board of Supervisors.

If the County awards the Contract, the award is made to the lowest responsible bidder within seventy-five (75) days. This period may be subject to extension for such further period as agreed upon in writing between the Department and you.

Construction Contract Notification Requirement

Contracting officers, applicants and contractors are required to give written notice to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of a construction contract or subcontract in excess of \$10,000 (41 CFR 60-4.2)

The notification should include:

- The name, address and telephone number of the contractor;
- Employer identification number;
- Dollar amount of the contract;
- Estimated starting and completion dates of the contract;
- The contract number; and
- Geographical area in which the contract is to be performed.

Notices should be sent to the OFCCP Pacific Regional office with the following address:

90 7th Street, Suite #18-300, San Francisco, CA 94103.

A copy of notification should be provided for County of Imperial filing purposes

Replace the paragraphs of section 3-1.05 with:

The successful bidder must furnish 2 bonds with a corporate surety approved by the County:

- 1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
- 2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The bond forms are in the Bid Book.

Attorneys-in-fact who sign bonds must file with each a certified and effective dated copy of their power of attorney.

File bonds within 10 business days from the date when Notice of Award is delivered to you. The Notice of Award must be accompanied by the necessary agreement and bond forms. Your failure to execute the agreement may be considered as a default by the County and the bid bond will become the property of the County.

Within 15 days of receipt of acceptable performance bond, payment bond and agreement signed by you, the County will sign the agreement and return an executed duplicate of the agreement. Should the County not execute the agreement within such period, you may withdraw your signed agreement with written notice. Such notice of withdrawal will be effective upon receipt of the notice by the County.

Add to section 3-1.06:

REQUIRED LICENSES

At the time the Contract is awarded and at all times during construction of the project, the Contractor shall possess and maintain a California contractor's license, Class A.

Replace section 3-1.08 with:

3-1.08 RESERVED

Replace the paragraph of section 3-1.11 with:

Complete and deliver to the Engineer a *Payee Data Record* when requested by the County.

Replace the paragraphs of section 3-1.18 with:

The successful bidder must sign the Contract form. The Contract form is found in the *Bid* Book.

Deliver to the Department of Public Works, 155 S. 11th Street, El Centro, CA 92243:

- 1. Signed Contract form
- 2. Contract bonds
- 3. Documents identified in section 3-1.07

The County must receive these documents before the 10th business day after the bidder receives the Contract.

The bidder's security may be forfeited for failure to execute the Contract within the time specified (Pub Cont. Code §§ 10181, 10182, and 10183).

Failure to do so shall be just cause for forfeiture of the proposal guaranty.

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4 SCOPE OF WORK

Replace the paragraphs of section 4-1.06B with:

CONTRACTOR'S NOTIFICATION

Provide notification in writing promptly, and before disturbing the affected area for any of the following:

- 1. Subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract
- 2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as included in the work provided for in the Contract are encountered at the site

Upon written notification the Engineer will investigate the conditions, and if the Engineer determines the conditions materially differ and cause an increase or decrease in the cost or item required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified. The Engineer will notify you of his determination whether or not and adjustment of the Contract is warranted.

You will be allowed 15 days from notification of determination to file a notice of potential claim as allowed under Section 5-1.43, otherwise the Engineer's determination will be deemed to have been accepted by you as correct.

The notice of potential claim must state how your position differs from the Engineer's determination and you must provide any additional information obtained by you, including but not limited to additional geotechnical data. Supplementary information, obtained by you subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

The notice of potential claim must be accompanied by your certification that the following were made in preparation of the bid:

- 1. Review of the contract
- 2. Review of the Information Handout
- 3. Review of the log of test borings and other records of geotechnical data to the extent they were made available to you prior to the opening of bids
- 4. Examination of the conditions above ground at the site

No Contract adjustment which results in a benefit to you will be allowed unless you provide the required written notice.

No Contract adjustment will be allowed under the provisions in section 4 for any effects caused on unchanged work.

Any Contract adjustment warranted due to differing site conditions will be made under the provisions in section 4-1.05.

REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and you encounter materials which you reasonably believe to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, you may continue work in unaffected areas reasonably believed to be safe. Immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by a separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and you will be compensated for the delay in conformance with the provisions in section 8-1.07.

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5 CONTROL OF WORK

Replace the paragraphs of section 5-1.01 with:

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Provide Quality Control (QC).

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Use contract administration forms designated by the County.

Add "Time and Material Allocation":

The Contractor shall provide a rate schedule for all labor and equipment that may reasonably be anticipated for use during the project. Labor rates shall be consistent with those required by the prevailing wage rate requirements of the contract and shall reflect all benefits and employer costs. Once the labor and equipment rates have been approved by the engineer, they will become the basis for compensation for any Time and Material work requested by the County. The Contractor is advised, however, that there will be no compensation from the Time and Material Allocation unless the work has been authorized in writing by the engineer. Additionally, use of the Time and Material Allocation will be at the sole discretion of the County. All or any portion of the allocation amount may be deleted from the Contract. The Time and Material allocation for this project shall be \$350,000. This is the number to be used for the bid proposals schedule.

Replace the paragraphs of Section 5-1.13A with:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont. Code § 4100 et seq., the County of Imperial may exercise the remedies provided under Pub Cont. Code § 4110. The County of Imperial may refer the violation to the Contractors State License Board as provided under Pub Cont. Code § 4111.

Except for a building-construction non-federal-aid contract, the Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid:

1. State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

2. Public works contractor registration number with the Department of Industrial Relations

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site at:

https://www.dir.ca.gov/dlse/debar.html

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

The County shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County of the Contract work and pay retainage to the Contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the County. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non-payment by the prime contractor, deficient subcontract performance and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The successful bidder and subcontractors agree to comply with Public Contract Code section 7103.5(b), which states: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with 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."

Add to section 5-1.20A

PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS WITH OTHER ENTITIES

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by any agencies and/or individuals that may be affected by the project in order to obtain any required authorization to access, construct, and permit to operate.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, including any agency permit fees. All items within the required permits shall be considered as included in the various items of work and no additional payment shall be made therefor.

Replace section 5-1.24 with:

CONSTRUCTION SURVEYS

The contractor shall use a person authorized to practice land surveying in the State of California.

Surveyor to verify both horizontal and vertical control and existing conditions. Surveyor to set local horizontal and vertical intervisible control on project site. Read and comprehend plans and resolve minor discrepancies, should any exist. Contractor shall preserve and, if necessary, surveyor shall perpetuate all existing horizontal and vertical monumentation.

Stakes and marks will be set by the surveyor sufficient to establish the lines and grades required for the completion of the work delineated on the plan set. The exact number of staking sets, horizontal location of construction stakes and associated grades required shall be decided at the pre-con meeting and may include any or all of the following: project limits, demolition limits, alignment, rough grade, final grade, slope stakes, face of curb, existing and proposed utilities and other staking as requested. Any cost to refresh and/or replace stakes is the sole responsibility of the Contractor. Cut sheets shall be provided to the County.

The Contractor shall provide a full set of field marked as-built plans including as in-field exclusions, revisions and/or changes to the original plan set.

Full compensation for providing Surveying work shall be considered as included in the contract lump sum price paid for "Surveying and Construction Staking" and no additional compensation shall be allowed therefor.

Replace the paragraphs of section 5-1.32 with:

AREAS FOR USE

Occupy County of Imperial Right-of-Way only for purposes necessary to perform the work.

If no County-owned area is designated for the Contractor's use, you may arrange for temporary storage with the County.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Defend, indemnify, and hold the County harmless to the same extent as under Section 7-1.05 of the Standard Specifications.

The County does not allow temporary residences within the County of Imperial Right-of-Way.

Replace section 5-1.36C(3) with:

Nonhighway Facility Rearrangement

The County may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The County may authorize facility owners and their agents to enter the Right-of-Way to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 30 days before the interfering utilities are to be rearranged. The Engineer notifies the utility owners.

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of working days shown. Notify the Engineer when the site is ready for utility work. After verifying the site is ready for utility work, the Engineer notifies the utility owner. The working days to relocate start on the notification date to the utility owner.

Utility Relocation and Department-Arranged Time for the Relocation

Utility	Location	Working days
Imperial Irrigation District	Heber Ave., STA 10+34.95, Relocate Guy Wire	Relocate Prior to Construction
Heber Public Utility District	11 th Street, STA 67+32.60, Relocate FH Valve	Relocate Prior to Construction
Heber Public Utility District	11 th Street, STA 67+32.97, Relocate FH	Relocate Prior to Construction
Imperial Irrigation District	Parkyns Ave., STA 23+75.35, Relocate St Light	Relocate Prior to Construction
Imperial Irrigation District	10 th Street, STA 72+20.86 60 75+98.53,	Relocate Prior to Construction
	Relocate Electrical Line	

If necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is change order work.

Immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract.

If you want infrastructure rearrangement different from that described in the Contract:

- 1. Notify the Engineer
- 2. Make an arrangement with the infrastructure owner
- 3. Obtain authorization for the rearrangement
- 4. Pay the infrastructure owner any additional cost

The County does not adjust time or payment for a rearrangement different from that described in the Contract.

Replace section 5-1.36D with:

MONUMENT PRESERVATION/PERPETUATION

The contractor shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of work. In accordance with Professional Land Surveyors' Act (Chapter 15 of the California Business and Professions Code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) shall be filed prior to project completion. Form MPR-01 and Form MPR-02 are required for all Imperial County Projects. See Division XVI "Exhibits & Permits" for forms.

It shall be the contractor's responsibility to complete a field survey to determine the existence of survey monuments, corner accessories, and/or benchmarks to be impacted prior to construction, said survey shall be conducted by a person authorized to practice land surveying. The field survey research shall include researching of survey monuments record/maps; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities for all roads impacted; placement of a flagged lath adjacent to the found monument indicating the direction and the distance of the monument from the lath; preparation of field notes for each found monument illustrating relative dimensions from the surrounding existing objects and the descriptions of the monuments; reporting to the County Surveyor/County of Imperial Public Works Department Director of the found monuments to evaluate the necessity to furnish a new survey monument for each found monument and to report the locations and the conditions of the found monuments; and all necessary field coordination with the Contractor to preserve/perpetuate the found monuments. The person authorized to practice land surveying shall complete a Pre-construction Monument Preservation Report (form MPR-01) and the report shall be provided to the Imperial County Surveyor prior to construction. The report shall be accompanied by necessary sketches, photos, or other records as provided in the Monument Preservation Report. In addition to said pre-construction Monument Preservation Report, if it is determined that survey monuments, corner accessories and/or benchmarks within the limits of work may be disturbed or destroyed, the person authorized to practice land surveying shall reference said items and file a corner record (or record of survey) of the references with the County Surveyor prior to construction.

Full compensation for completing necessary research, site inspection, field survey, report, and/or preparation of corner records (or records of survey) shall be considered as included in the contract lump sum price paid for "Monument Preservation/Perpetuation" and no additional compensation shall be allowed therefor.

Any existing survey monuments or County recognized benchmarks shall be protected by the Contractor. Should any such monuments or benchmarks be removed, damaged, obliterated or altered by the Contractor's operations, the Contractor shall be responsible for preservation or perpetuation by the proper resetting of the same as per the Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department. Such points shall be preserved or perpetuated with appropriate monumentation by a licensed land surveyor or a registered civil engineer authorized to practice land surveying.

All preserved or perpetuated survey monuments shall be protected by new ductile iron monument wells. The Contractor shall supply a new ductile iron monument well for each monument and horizontally position the monument well per the direction of the licensed land surveyor or registered civil engineer after the placement of the new pavement. The Contractor shall place a 12-inch wide, 12-inch deep P.C.C. concrete ring concentric with the exterior of the monument well per the County of Imperial Standards at the time the monument well is placed. Corner Records or a Record of Survey as appropriate shall be filed by the licensed land surveyor or registered civil engineer authorized to practice land surveying.

Prior to final project inspection, the Contractor is responsible to have a post-construction Monument Preservation Report (form MPR-02) completed by a person authorized to practice land surveying and submitted to the Resident Engineer for submittal to the County Land Surveyor.

If survey monument(s), corner accessory(ies), and/or benchmark(s) are disturbed or destroyed during construction, new monument(s), corner accessory(ies), and/or benchmark(s) shall be set in the surface of the new construction or a witness monument(s) set to perpetuate the original location of the disturbed monument(s) or benchmark(s). Contractor is responsible that a post-construction corner record(s) (or record of survey) be filed with the County Surveyor prior to final inspection of the project.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks on a lump sum basis for all survey monument/benchmark to be preserved/perpetuated for all road locations encompassed in this project. The work associated with the preservation/perpetuation of the survey monuments/benchmarks shall include filing appropriate survey documentations/maps before and after the preservation/perpetuation of the survey monuments; jack hammering/sawcutting the new pavement surface to allow the installation of the new P.C.C. concrete ring and positioning of the monument well cover 3/8-inch below the new finish pavement surface; backfilling the monument well with compacted Class 2 Base; plumbing monument well; leveling monument well frames and covers; furnishing new brass disks with punching and marking for survey monuments, if necessary; preservation/perpetuation of survey monuments; installation of new P.C.C. concrete rings circumferentially around the monument well covers; removal and disposal of construction demolition material associated with the installation of survey monument wells and all other items incidental to preserving/perpetuating survey monuments in accordance with the Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department.

In the event that additional survey monuments/benchmarks are identified after the initial survey, they must be preserved/perpetuated with no additional compensation therefor.

Replace first and second paragraphs of section 5-1.47 with:

GUARANTEE

Guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Completion. You must warrant and guarantee for a period of one (1) year from the date of Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and you will promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will

give notice of observed defects with reasonable promptness. Should you fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the County may do so and bill you. Your performance bond remains in effect through the guarantee period.

The guarantee excludes damage or displacement caused by an event outside your control, including:

- 1. Normal wear and tear
- 2. Improper operation
- 3. Insufficient maintenance
- 4. Abuse
- 5. Unauthorized change
- 6. Act of God

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6 CONTROL OF MATERIALS

Add to section 6-1.03:

6-1.03B Submittals

6-1.03B(1) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

- 2. Land use history of the local material location and surrounding property
- 3. Sampling protocol
- 4. Number of samples per volume of local material
- 5. QA and QC requirements and procedures
- 6. Qualifications of sampling personnel
- 7. Stockpile history
- 8. Name and address of the analytical laboratory that will perform the chemical analyses
- 9. Analyses that will be performed for lead and pH
- 10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(2) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

- 2. Chain of custody of samples
- 3. Analytical results no older than 1 year
- 4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
- 5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(3) Sampling and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

- 1. Before bringing the local material to the job site
- 2. As described in the local material plan
- 3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000-80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

- 1. Is not a hazardous waste
- 2. Has a pH above 5.0
- 3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
- 4. Is free of possible contaminants identified in the local material plan
- 5. Complies with the RWQCB's basin plan for the job site location
- 6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace RESERVED in section 6-1.06 with:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A Summary

The materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont. Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar ^a	Section 52-1.02B, "Bar Reinforcement"
	Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel ^b	Section 55-1.02D(1), "General," – Structural Steel and Other
	Materials tables and Section 99, "Building Construction"
	For hot-rolled, plate or hollow products.
Flat glass ^c	Section 99, "Building Construction"
Mineral wool board insulation ^d	Section 99, "Building Construction"

^aFor each mill providing 20,000 pounds or more on the project

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

- 1. Applicable product category rule has expired without replacement as of the bid opening date.
- 2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration for each applicable material or product. Submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal is authorized. The Department of General Services publishes the maximum acceptable global warming potential for each category of material or product in the State Contracting Manual. For the manual go to: https://www.dgs.ca.gov/.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

^bFor each mill providing 5,000 pounds or more on the project

^cFor each manufacturer providing 2,000 square feet or more on the project

^dFor each manufacturer providing 4,000 square feet or more on the project

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

https://dime.dot.ca.gov/

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

6-1.06D Quality Assurance

Not Used

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add after the 1st sentence of the 1st paragraph of section 7-1.02A:

This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

Replace the 2nd paragraph of section 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Department of Industrial Relations' website and the County of Imperial office. These wage rates are not included in the Contract Documents. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates).

Replace the 5th paragraph of section 7-1.02K(3) with:

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

Delete the 6th through 11th paragraphs of section 7-1.02K(3).

Replace section 7-1.04 with:

PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the Right-of-Way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1 of the Standard Specifications.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the current edition of the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the County will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Section 12 of the Standard Specifications, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved. Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the current edition of the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the current edition of the *California MUTCD* and section 12-3.11 of the Standard Specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

- 1. Creates a hazard to the public
- 2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

- 1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
- 2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
- 3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
- 4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

- 1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
- 2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
- 3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

Add before the 1st paragraph of section 7-1.05A:

INDEMNIFICATION

You must indemnify and hold harmless the County, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorney's fees, arising out of or in connection with your performance of this Contract for (1) injuries to or death of any person or persons, including your employees, and (2) injuries to or destruction of property, including the loss of use, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission from you, your subcontractor, anyone directly or indirectly employed by you, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

For purposes of your obligation to defend, indemnify, and save harmless, the term State means (1) the County of Imperial, and (2) Kimley-Horn and Associates, Inc., including their officers, directors, employees, agents, and design professionals.

Your obligations under section 7 will survive the termination of the agreement.

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

You shall carry Public Liability and Property Damage Liability Insurance as well as Automobile Liability Insurance at all times when work is being performed. Before beginning work, provide the Engineer a Certificate of Insurance detailing the insurance amounts, to be reviewed and approved by the County.

7-1.06B Liability Insurance

7-1.06B(1) General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- 1. Premises, operations and mobile equipment
- 2. Products and completed operations
- 3. Broad form property damage (including completed operations)
- 4. Explosion, collapse, and underground hazards
- 5. Personal injury
- 6. Contractual liability

Obtain insurance and submit all certificates of insurance to the County for acceptance before starting work. The certificates of insurance must contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the County, or 10 days' notice if cancellation is due to nonpayment of premium.

Do not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Any violation of the requirements of section 7 constitutes a material breach of the entire agreement.

Certificates evidencing the issuance of insurance as listed in section 7-1.06B(2) must be filed with the County within 10 days after the date of execution of this agreement by you and before the start of work.

7-1.06B(2) Liability Limits

7-1.06B(2)(i) Workers' Compensation Insurance and Employer's Liability Insurance

You and your subcontractors must obtain and maintain for all employees engaged in the work. Provide Employer's Liability Insurance in amounts not less than \$1,000,000 per occurrence.

7-1.06B(2)(ii) Commercial General Liability (Form CG 20 10 11 85)

You must obtain and maintain for yourself and all your employees, during the course of this agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury and property damage in an amount of not less than \$5,000,000 combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least \$10,000,000 for the following coverage:

- 1. Personal injury
- 2. Broad form property damage
- 3. Explosion, collapse, and underground hazards
- 4. Premises, operations, and mobile equipment
- 5. Products and completed operations

6. Blanket contractual liability

7-1.06B(2)(iii) Automobile Liability Insurance

Carry Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned automobiles used in connection with your business in an amount not less than \$1,000,000 combined single-limit coverage per occurrence.

7-1.06C Subcontractors

You must include all subcontractors as insured under the policies or furnish separate certificates and endorsements to the County for approval for each subcontractor. All insurance coverage for subcontractors is subject to each of the requirements in section 7 and must contain the additional insured endorsements required of you described under section 7.

7-1.06D Additional Insured Endorsement

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, designated agents, and appointed volunteers must be named as additional insureds and must be added in the form of an endorsement to your insurance on Form CG 20 10 11 85. You must not commence work under this agreement until Form CG 20 10 11 85 is delivered to the County. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

7-1.06E Other Insurance Provisions

For any claims related to the work performed under this agreement, your insurance coverage must be primary insurance as to the County, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, designated agents or appointed volunteers must be in excess of your insurance and must not contribute with it

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either you must reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or you must provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of you under this agreement must be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts must not be construed to relieve you for liability in excess of such coverage, nor will it preclude the County from taking other action as is available to it under any other provision of this agreement or applicable law. Failure of the County to enforce in a timely manner any of the provisions of section 7 will not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this agreement is provide on a "Claims Made", rather than "occurrence" form, you agree to maintain required coverage for a period of three years after the expiration of this agreement (Post Agreement Coverage) and any extensions. You must maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub-provision is contingent upon the Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this agreement. For purposes of interpreting this requirement, a cost

not exceeding 100% of the last annual policy premium during the term of this agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage must be deemed to be reasonable.

You agree to waive all rights of subrogation against the County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by you under this agreement.

The County will include a provision in its Contract with the general contractor hired to perform the work of improvements requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the County, its officers, officials, employees, designated agents and appointed volunteers as additional insureds.

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8 PROSECUTION AND PROGRESS

Replace section 8-1.02 with:

The Contractor shall provide the County with a detailed schedule and detour plan indicating how the project will be constructed prior to beginning of work. Full compensation for preparation of the detailed schedule and detour plan indicating how the project will be constructed shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

Replace *Reserved* in section 8-1.04C with:

Section 8-1.04B does not apply.

Start job site activities on the date stated in the Notice to Proceed. If no date specified, start work within fifteen (15) calendar days of receiving the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of 130 WORKING DAYS.

The Contractor shall pay to the County of Imperial the sum of \$3,400.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

You may enter the job site only to measure controlling field dimensions and locate utilities.

You may start job site activities before the 15th day after Contract approval if you:

- 1. Obtain specified authorization or acceptance for each submittal before the 15th day
- 2. Receive authorization to start

Submit a notice 72 hours before starting job site activities.

^^^^^

9 PAYMENT

Add to section 9-1.03:

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily

completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Replace *Department's* in the 5th paragraph of section 9-1.07A with:

<u>Caltrans</u>

Replace section 9-1.11 with:

9-1.11 RESERVED

Delete item 3 in the list in the 1st paragraph of section 9-1.16A

Add to section 9-1.16D:

9-1.16D(4) PAYMENT

The contract lump sum price paid for "Mobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein and no additional compensation shall be allowed therefor.

Add to section 9-1.16E(1):

The bid amount of the contract items of work is the maximum value the County recognizes for progress payment purposes unless approved change order work increases this amount.

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes for the item, will be included for payment in the first estimate made after acceptance of the contract.

No payment will be made for any materials on hand which are furnished but not incorporated in the work.

The final payment of five percent (5%) of the value of work under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by owner.

Replace the paragraphs of section 9-1.16F with:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont. Code § 22300. No substitution will be accepted until:

- 1. County approves the securities and their value,
- 2. Parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
- 3. All documentation necessary for assignment of the securities to the County or to the escrow agent are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace the 3rd and 4th paragraphs of section 9-1.17D(3) with:

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

For claims of \$375,000 or less, the County and the Contractor agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions under California Public Contracts Code § 20104, 20104.2 and 20104.4.

RESOLUTION OF CLAIMS

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after the dispute resolution process set forth in Section 5-1.43 is complete or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with 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 County; (b) payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the County.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim.

The County reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the County will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The County and Contractor may, by mutual agreement, extend the 45-day time period. For any undisputed portion of a claim, the County must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the County's written statement, or if the County fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The County will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the County will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the County or the Contractor may request a trial de novo.

Replace the paragraphs of section 9-1.22 with:

ARBITRATION

For claims of \$375,000 or less, the County and Contractor shall agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions set forth in California Public Contracts Code 20104, 20104.2 and 20104.4.

Any unresolved claims shall be resolved by litigation in a court of competent jurisdiction within the County of Imperial.

DIVISION II GENERAL CONSTRUCTION 10 GENERAL

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Add to section 10-1.01:

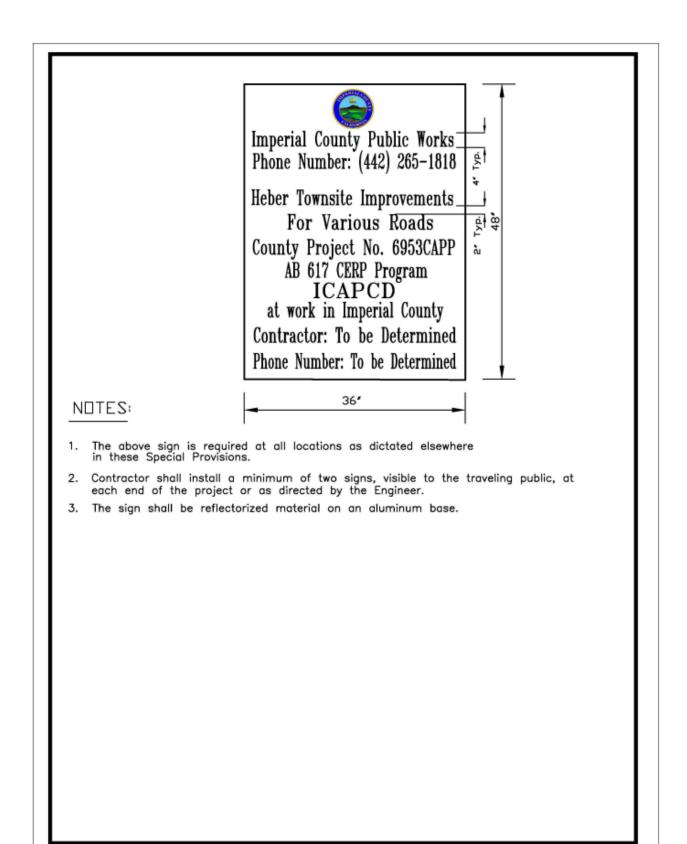
DESCRIPTION OF WORK

Improvements within the Heber Townsite development. The proposed improvements include infill street pavement, sidewalks, curb and gutter, ADA pedestrian ramps, cross gutters, adjustment of water valves, erosion control, striping, signage, construction area signs, traffic control, and any additional work as shown in the approved plans and specifications for the project. All provisions and work shall be done in conformance with the Standard Plans and Specifications, and these Special Provisions as directed by the Engineer.

12 TEMPORARY TRAFFIC CONTROL

Replace Reserved in section 12-3.11B(5)(a)with:

Provide a minimum of two Imperial County project identification signs (Sign 1) and a minimum of two project funding signs (Sign 2), as shown below. The location will be determined by the Engineer.



Delete the paragraphs of section 12-3.11B(5)(b)

Replace *Not Used in section 12-3.11D with:*

PAYMENT

Full compensation for furnishing, installing, and maintaining Construction Area Signs, including all temporary signs and object markers required for the direction of traffic through or within the project limits, Imperial County project identification signs, and project funding signs, shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

Replace Reserved in section 12-4.02C(3)(d) with:

Road shall remain open to traffic at all times.

Legal and safe access shall be provided and maintained to all properties throughout the construction period as required. Access shall accommodate emergency safety vehicles as required.

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

Except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Replace section 12-4.02D with:

PAYMENT

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Full compensation for providing the Traffic Control Plan, including furnishing, placing, maintaining, and removing temporary traffic control devices and temporary pavement striping/marking as part of the "Traffic Control System" shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

13 WATER POLLUTION CONTROL

Replace 2nd paragraph of section 13-2.01A with:

Preparing a water pollution control program includes developing and implementing the Water Pollution Control Program (WPCP), providing a WPC manager, conducting WPC training, and monitoring, sampling, testing, reporting, inspecting and correcting WPC practices. The Contractor can find a draft SWPPP as part of the Information Handout (Attached) for reference, said Draft SWPPP was prepared under the Construction General Permit Order 2009-0009-DWQ which expired in August 31, 2023.

This project Water Pollution Control Program includes the preparation and implementation SWPPP in accordance to the Construction General Permit. This project is subject to the NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES (GENERAL PERMIT) ORDER WQ 2022-0057-DWQ NPDES NO. CAS000002.

Replace section 13-2.04 with:

PAYMENT

Full compensation for preparation of a Water Pollution Control Program shall be considered as included in the contract price paid per lump sum for "Water Pollution Control" and no separate or additional payment shall be considered therefor.

Replace section 13-4.04 with:

PAYMENT

Full compensation for providing Job Site Management shall be considered as included in the contract price paid per lump sum for "Water Pollution Control" and no separate or additional payment shall be considered therefor.

Replace section 13-6.04 with:

PAYMENT

Full compensation for furnishing, placing, maintaining, and removing Temporary Fiber Rolls specified in these specifications, special provisions and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for "Water Pollution Control" and no separate or additional payment shall be considered therefor.

The payment quantity for temporary fiber roll does not include the additional quantity used for overlaps.

^^^^^

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Replace section 17-2.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Clearing and Grubbing shall be considered as included in the contract lump sum price paid for "Clearing and Grubbing" and no separate or additional payment shall be considered therefor.

^^^^^^^^

19 EARTHWORK

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Add the following to section 19-2.03:

19-2.03I Install Native Material to Daylight

Place and compact native fill material over subgrade prepared to receive such material in areas in which the Plans indicate "Install Native Material to Daylight as Illustrated on Improvement Plans." Maximum lift thickness shall be 8-inches or less as necessary to achieve the required compaction. Placement, grading, and compaction shall be performed in such a manner as to assure positive surface drainage.

Replace section 19-2.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in excavation and export, including removing, hauling and disposal to a legal facility of existing surfacing and base material shall be considered as included in the contract price paid per cubic yard for "Roadway Excavation" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in placing, grading, and compacting native materials in areas in which the Plans indicate "Install Native Material to Daylight as Illustrated on Improvement Plans" shall be considered as included in the contract price paid per cubic yard for "Install Native Material (Grading to Daylight)" and no additional compensation will be allowed therefor.

Replace the 1st paragraph of section 19-5.03B with:

Compact earthwork to a relative compaction of at least 95 percent for at least a depth of 12 inches below the grading plane, unless otherwise indicated on the Plans.

^^^^^^

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Add to section 26-1.01C:

Submit a certificate of compliance for aggregate base material.

Replace the 3rd paragraph of section 26-1.01D(3) with:

Test aggregate base material prior to approval for use by the Engineer. Make stockpile locations available for independent testing by the Engineer. Testing shall include R-value, sand equivalent and durability index tests.

Delete item 5 in the list in the 1st paragraph of section 26-1.02A.

Replace section 26-1.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for "Class II Aggregate Base" and no separate or additional payment shall be considered therefor.

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE REPLACE SECTION 39 ENTIRELY with:

The Standard Specifications for Public Works Construction ("The GREENBOOK"), latest edition, Section 203-Bituminous Materials and Section 302-Roadway Surfacing for Type A Hot Mix Asphalt (The grade of asphalt binder for Type A HMA must be <u>PG 70-10</u>).

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in asphalt concrete paving, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per ton for "Hot Mix Asphalt (Type A)" and no separate or additional payment shall be considered therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in applying a Tack Coat shall be considered as included in the contract price paid per ton for "Tack Coat" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in constructing an Asphalt Concrete Dike (Type A) shall be considered as included in the contract price paid per cubic yard for "Asphalt Dike (Type A)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in cold planing asphalt concrete pavement including removing, hauling and disposal of the existing asphalt concrete pavement shall be considered as included in the contract price paid per square yard for "Cold Plane Asphalt Concrete Pavement" and no additional compensation will be allowed therefor.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

Add to section 73-1.02B with:

PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved installing Detectable Warning Surfaces shall be considered as included in the contract price paid per square foot for "Detectable Warning Surface" and no additional compensation will be allowed therefor.

Delete the 1st paragraph of section 73-1.03B.

Replace the 2nd sentence in the 4th paragraph of section 73-2.03A with:

Space contraction joints at 15-foot intervals and expansion joints at 45-foot intervals.

Replace section 73-2.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing curb and gutter shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Curb and Gutter)" and no additional compensation will be allowed therefor.

Replace section 73-3.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing cross gutters shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Cross Gutter)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing ribbon gutters shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Ribbon Gutter)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing curb and gutter shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Curb and Gutter)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing rolled curb and gutter shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Type A Rolled Curb and Gutter)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing curbs shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Curb)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing driveways shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Driveway)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing sidewalk shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Sidewalk)" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in forming and constructing curb ramps shall be considered as included in the contract price paid per cubic yard for "Minor Concrete (Curb Ramp – All Types)" and no additional compensation will be allowed therefor.

78 INCIDENTAL CONSTRUCTION

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Add the following after the second paragraph of section 78-23.03

Lowering and raising of utility frames, water meter boxes, covers, grates and manholes shall be performed in accordance with the utility-providers' standards and requirements. Where the Standard Specifications differ from the utility-providers' standards and requirements, the utility-providers' standards and requirements shall govern.

Replace the last paragraph of section 78-23.03 with:

Where manholes are to be adjusted, install a vertical gasket in the manhole rim to provide a watertight manhole cover. Vertical gasket shall be InFlow Seal or approved equal.

Replace section 78-23.04 with:

PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in adjusting water valve covers in accordance with Heber Public Utility District standards and requirements shall be considered as included in the contract unit price bid for "Adjust Water Valve Cover" and no additional compensation shall be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in adjusting water meter boxes in accordance with Heber Public Utility District standards and requirements shall be considered as included in the contract unit price bid for "Adjust Water Meter Box" and no additional compensation shall be allowed therefor.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in adjusting sewer manhole in accordance with Heber Public Utility District standards and requirements shall be considered as included in the contract unit price bid for "Adjust Sewer Manhole" and no additional compensation shall be allowed therefor.

DIVISION IX TRAFFIC CONTROL DEVICES
82 SIGNS AND MARKERS

^^^^^^

Replace section 82-3.04 with:

PAYMENT

The quantities of roadway signing shall be measured as a lump sum, complete in place, as shown on the plans, and as specified in the Bid Item List as Signing, Striping and Pavement Markings. Payment for bid item shall constitute full compensation for all material, labor, equipment, tools, installing and removing signs, and incidentals as necessary as specified, and no additional compensation will be allowed.

84 MARKINGS

Replace section 84-2.04 with:

PAYMENT

The quantities of traffic striping and pavement markings shall be measured as a lump sum, complete in place, as shown on the plans, and as specified in the Bid Item List as "Signing, Striping and Pavement Markings." Payment for bid item shall constitute full compensation for all materials, labor, equipment, tools, placing and removing striping and striping tabs, painting legends and pavement markings, and incidentals necessary as specified, and no additional compensation will be allowed.

DIVISION X ELECTRICAL WORK

87 ELECTRICAL SYSTEMS

Replace section 87-7 with:

87-7 SOLAR RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM

87-7.01 GENERAL

Section 87-7 includes specifications for constructing a solar rectangular rapid flashing beacon system.

The components of a solar flashing beacon system are shown on the project plans.

87-7.02 MATERIALS

Solar flashing beacon system shall be Carmanah R920-E Rectangular Rapid Flashing Beacons (RRFB) or approved equal. The RRFB assembly shall meet the following specifications.

Each RRFB shall consist of a self-contained solar engine that houses the charge controller, flash controller, on-board user interface, wireless communications, batteries and solar panel. Each RRFB shall include either one or two light bars. The RRFB shall conform to all provisions of the MUTCD, Interim Approval IA-21 including WW+S flash pattern. The RRFB shall be pre-wired to the maximum extent possible.

Rectangular rapid flashing beacon must include:

- 1. Self-contained solar engine
 - 1.1 Weatherproof, gasketed enclosure (NEMA 3R)
 - 1.2 13W high-efficiency photovoltaic solar panel
 - 1.3 12V, 14 Ahr. battery system
 - 1.4 Warranty 5 years
- 2. Rectangular rapid flashing beacon
 - 2.1 Interim Approval 21 compliant, WW + S flash pattern
 - 2.2 Interim Approval 21 compliant, 50 milliseconds flash rate
 - 2.3 Up to 150 mph wind load rating
 - 2.4 System operating temperature range: -40 degrees F to 165 degrees F (-40 degrees C to 74 degrees C)
 - 2.5 Battery operating temperature range: -40 degrees F to 140 degrees F (-40 degrees C to 60 degrees C)
- 3. Push button
 - 3.1 ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
 - 3.2 XAV-LED or Bulldog 300 push button assembly
- 4. Signage
 - 4.1 W11-2
 - 4.2 W16-7P
- 5. Break-away post
 - 5.1 Structural steel tubing used for post and sleeves shall be galvanized 12 gauge cold rolled steel, of the nominal dimensions shown on the plan detail and meet the requirements of ASTM A446 Grade A.
 - 5.2 Galvanizing shall be per ASTM A525. Posts and sleeves shall have 7/16-inch diameter holes spaced 1 inch on center \pm 1/8 inch and shall have no more variation in straightness than 1/16-inch in 3 feet. Posts shall be square within \pm 0.014-inch, have twist no greater than 0.062-inch in 3 feet and have corner radii of 5/32-inch \pm 1/64-inch.

- 5.3 Mount signs on posts in accordance with section 56. Provide all fastening hardware.
- 5.4 Maintain 7 feet minimum clearance from bottom of sign to finished surface. Top of sign shall be ± 2-inches from top of post. Maximum sign size is 5.2 square feet. Maximum 8.25 feet from finished surface to center of sign. Use two 3/8-inch rivets to fasten sign on post.
- 6. Rivets
 - 6.1 Dimension: 3/8-inch diameter shank and 7/8-inch diameter head
 - 6.2 Grip range: 0.200 0.356
 - 6.3 Finish
 - 6.3.1 Electro-galvanize
 - 6.3.2 ASTM-B-633
 - 6.3.3 Type III SCI
- 7. Foundation
 - 7.1 Concrete foundation shall be constructed per plan detail

87-7.03 CONSTRUCTION

Install solar flashing beacon system as shown on the project plans.

87-7.04 PAYMENT

"Solar Flashing Beacon System (2 Assemblies per System)" will be measured and paid for by each as specified in the Bid item List. Payment for bid item shall constitute full compensation for all materials, tools, and equipment necessary to construct the flashing beacon system to these specifications, as shown on the plans, and no additional compensation will be allowed.

^^^^^^^

DIVISION XIV DOCUMENTS TO BE EXECUTED BY BIDDER

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)
(DO NOT DETACH)

PROPOSAL TO THE COUNTY OF IMPERIAL

DEPARTMENT OF PUBLIC WORKS County Project No. 6953CAPP

NAME OF BIDDER _					
BUSINESS P.O. BOX					
	CITY, STATE, ZIP				
BUSINESS STREET ADDRESS					
)			
)			
CONTRACTOR LICENSE NO					

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2022 California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated **September 8, 2023** and are entitled:

COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS SPECIAL PROVISIONS PROPOSAL AND BID BOOK FOR

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS County of Imperial Project No. 6953CAPP

The project plans for the work to be done were approved: **AUGUST 18, 2023** and are entitled:

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the item price shall prevail, provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the County of Imperial's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Imperial, and that discretion will be exercised in the manner deemed by the County of Imperial to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Imperial respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *County of Imperial*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *County of Imperial* that the contract has been awarded, the *County of Imperial* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *County of Imperial*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *County of*

Imperial, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEM LIST

Item	Item Code	ITEM DESCRIPTION	Unit	Quantity	ITEM PRICE	TOTAL
No. 1	999990	MOBILIZATION	LS	1		
2	120100 120090	TEMPORARY TRAFFIC CONTROL	LS	1		
3	120090	SURVEYING AND CONSTRUCTION STAKING	LS	1		
4	130100 130200 130640	WATER POLLUTION CONTROL	LS	1		
5	170103	CLEARING AND GRUBBING (LS)	LS	1		
6		MONUMENT PRESERVATION / PRESERVATION	LS	1		
7	260203	CLASS 2 AGGREGATE BASE (CY)	CY	3,620		
8	390132	HOT MIX ASPHALT (TYPE A)	TON	2,770		
9	397005	TACK COAT	TON	1		
10	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	1,970		
11	730045 A	MINOR CONCRETE (CROSS GUTTER)	CY	71		
12	730045 A	MINOR CONCRETE (RIBBON GUTTER)	CY	1		
13	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	500		
14		MINOR CONCRETE (TYPE A ROLLED CURB AND GUTTER)	CY	30		
15	730010	MINOR CONCRETE (CURB)	CY	10		
16	731516	MINOR CONCRETE DRIVEWAY	CY	470		
17	731521	MINOR CONCRETE (SIDEWALK)	CY	530		
18	731623	MINOR CONCRETE (CURB RAMP – ALL TYPES)	CY	110		
19	730070	DETECTABLE WARNING SURFACE	SQFT	300		
20	780254 A	ADJUST WATER VALVE COVER	EA	11		
21	780256	ADJUST WATER METER BOX	EA	6		
22	780258	ADJUST SEWER MANHOLE	EA	3		
23	870700 A	SOLAR FLASHING BEACON SYSTEM (2 ASSEMBLIES PER SYSTEM)	EA	2		
24	820840 A	SIGNING, STRIPING AND PAVEMENT MARKINGS	LS	1		
25	190101	ROADWAY EXCAVATION	CY	6,700		
26	190101	REMOVAL, DISPOSAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	586		
27	190101 A	INSTALL NATIVE MATERIAL (GRADING TO DAYLIGHT)	CY	130		
28		INSTALL "NO IDLING" SIGN	EA	3		
29		TIME AND MATERIAL ALLOCATION	LS	1	\$350,000	

Total			

Accompanying this proposal is	
(NOTICE: INSERT THE WORDS "CERTIFIED CHECK," OR "BI	"CASH(\$)," "CASHIER'S CHECK," IDDER'S BOND," AS THE CASE MAY BE.)
in amount equal to at least ten percent of the total of the bid.	
The names of all persons interested in the foregoing proposal	as principals are as follows:
the president, secretary, treasurer, and manager thereof; if a	n is a corporation, state legal name of corporation, also names of a copartnership, state true name of firm, also names of all rested person is an individual, state first and last names in full.
Licensed in conformance with an act providing for the registr	
License No Classifica	ation(s)
AD	<u>DENDA</u>
This Proposal is submitted with respect to the changes to the	contract included in addenda number/s
(Fill in addenda numbers if addenda have been received sheets that were received a	
questionnaire and statements of Public Contract Code Section bidder has complied with the requirements of Section 8103 o (Chapter 5, Title 2 of the California Administrative Code). B	
Date:	
Sign	
Here	Signature and Title of Bidder
Rusiness Address	Signature and Three of Bidder
Place of Business	

COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, We			
		, as Princ	ipal,
and	G	6 1, "011	· • • • • • • • • • • • • • • • • • • •
as SURETY are bound unto the County of Imperial, TEN PERCENT (10%) of THE TOTAL AMOUNT described below, for the payment of which sum we be	OF THE BID of the Princi	pal submitted to the C	igee," in the penal sum of Obligee for the work
Whereas, the Principal is submitted the Obligee, For			
(Copy here the exact description of	of work, including location	as it appears on the p	roposal)
For which bids are to be opened at	on_		
For which bids are to be opened at (insert place where	e bids will be opened)	(insert date of bid	d opening)
NOW, THEREFORE, If the Principal is awarded the specifications, after the prescribed forms are presented form, in accordance with the bid, and files two bonds and the other to guarantee payment for labor and mat otherwise, it shall be and remain in full force.	ed to him for signature, ent s with the Obligee, one to g	ers into a written cont guarantee faithful perf	tract, in the prescribed formance of the contract
In the event suit is brought upon this bond by the Obte the Obligee in such suit, including a reasonable attorn Dated:, 20	ney's fee to be fixed by the	vered, the Surety shal e court.	l pay all costs incurred by
	Princip	al	
	ByAttorne		
	Attorne	ey-in-fact	
CERTIFICA	TE OF ACKNOWLEDG	GEMENT	
State of California County of Imperial, SS			
On this Day of, personally appeared (or proved to me on the basis of satisfactory evidence	in the year 20	before me	personally known to me
(or proved to me on the basis of satisfactory evidence attorney-in-fact of the said company thereto as surety, and his (her) own	e) to be the person whose r , and acknowled n name as attorney-in-fact.	name is subscribed to ged to me that he (she	this instrument as the e) subscribed the name of
(SEAL)			
	Notary Pul	blic	

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ____

If the answer is yes, explain the circumstances in the following space.

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note:

The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code 7106)

To the County of Imperial Department of Public Works

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents therefor, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note:

The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

			T =	T = -
Business	California		Bid Items	Percentage of
Name and Location	Contractor License	Description of Portion of Work	Numbers	Bid Item
	Number			Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bio	dder	, proposed subcontractor		
		hereby certifies that he has,	has not	, participated in a
previou	us contract or subcontract subject to the equal opportu	nity clauses, as required by Execu	utive Orders	10925, 11114, or 11246,
and tha	at, where required, he has filed with the Joint Reportin	g Committee, the Director of the	Office of Fee	deral Contract Compliance,
a Feder	ral Government contracting or administering agency,	or the former President's Commit	tee on Equal	Employment Opportunity,
all repo	orts due under the applicable filling requirements.			
Note:	The above certification is required by the Equal Em 1.7(b) (1)) and must be submitted by bidders and pr which are subject to the equal opportunity clause. C clause are set forth in 41 CFR 60-1.5. (Generally, of Currently, Standard Form 100 (EEO-1) is the only reproposed prime contractors and subcontractors who Executive Orders and have not filed the required reproductive orders and subcontracts unless such contractors as specified by the Federal Highway Administration of Department of Labor.	coposed subcontractors only in co Contracts and subcontracts which only contracts or subcontracts of \$\frac{9}{2}\$ report required by the Executive \$\frac{9}{2}\$ have participated in a previous of ports should note that 41 CFR 60- abmits a report covering the delin	nnection with are exempt f \$10,000 or ur Orders or the contract or su -1.7(b) (1) pr quent period	n contracts and subcontracts from the equal opportunity ider are exempt.) It implementing regulations becontract subject to the events the award of or such other period
	-			
		Signature		_

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the
 past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.	
Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. If any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.	∃or
Notes: Providing false information may result in criminal prosecution or administrative sanctions	

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBY	YING ACTIVITIES PURSUANT TO 31 U.S.C. 1352
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Subawardee Tier, if known	vard b. material change
Congressional District, if known 6. Federal Department/Agency:	Congressional District, if known 7. Federal Program Name/Description:
8. Federal Action Number, if known:	CFDA Number, if applicable 9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation	Sheet(s) if necessary)
11. Amount of Payment (check all that apply) S	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify erformed and Date(s) of Service, including r Payment Indicated in Item 11:
(attach Continuation	on Sheet(s) if necessary)
15. Continuation Sheet(s) attached: Yes	No
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the
 outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DIVISION XV

DOCUMENTS TO BE EXECUTED BY THE SUCCESSFUL BIDDER (FOR INFORMATION ONLY)

MINIMUM INSURANCE AMOUNTS

Construction contract (Agreement for Services) form and content is included.

<u>Insurance Minimum Amounts</u> *

<u>Insurance</u>	Minimum Limit *
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Comprehensive General Liability	
(Including Contractual Liability):	
Bodily Injury	\$2 million per occurrence \$5 million aggregate
Property Damage	\$2 million per occurrence \$5 million aggregate
Comprehensive Automobile Liability	
(Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU," in the Commercial General Liability policy is required.

^{*}Minimums subject to additional review after bid opens.

AGREEMENT FOR CONSTRUCTION SERVICES

Contractor_Business_Name
THIS AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement"), made and entered into effective the ______ day of ______, 2021, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, through its Department of Public Works ("COUNTY") and **Contractor_Business_Name**, a **Contractor_Business_Type** licensed to do business within the state of California ("CONTRACTOR") (individually, "Party;" collectively, "Parties") shall be as follows:
RECITALS
WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide professional construction services for Imperial County Project Number "Project_Number",

professional construction services for Imperial County Project Number «Project_Number», «Project_Name» ("Project"); and

WHEREAS, COUNTY wishes to engage CONTRACTOR for performance of such services as are provided for herein and CONTRACTOR is willing to accept such engagement.

NOW, THEREFORE, COUNTY and CONTRACTOR have and hereby agree to the following:

1. <u>DEFINITIONS</u>.

- 1.1. "Invitation for Bid" shall mean the document entitled, "«Name_of_RFP»," dated
 «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and
 Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as
 Exhibit "A" and incorporated herein as though fully set forth.
- 1.2. "Proposal" shall mean CONTRACTOR's document entitled "«Name_of_Proposal»," dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is attached hereto as **Exhibit** "B" and incorporated herein as though fully set forth.
- 1.3. "Plans and Specifications" shall mean the plans and specifications approved by the Director of Public Works, or his/her designee, for Project Number «Project_Number». While COUNTY is responsible for the completeness and accuracy of the Plans and Specifications for the Project, CONTRACTOR is required to review the Plans and Specifications and promptly report any errors or omissions to COUNTY.

///

PW «AR Number»

2. <u>CONTRACT COORDINATION</u>.

- 2.1. The Director of Public Works or his/her designee shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Works or his/her designee is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and execution of this Agreement.
- 2.2. CONTRACTOR shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of COUNTY's Contract Manager.

3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.

- 3.1. CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination and contract administration necessary to construct and complete the Project in a good, expeditious, workman-like and substantial manner under the terms of and in full and complete compliance with this Agreement ("Work").
- **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms, conditions and requirements of the Plans, Specifications, the Invitation for Bids and this Agreement.
- **3.3.** All described work shall be constructed, installed, placed and performed in conformance with the Plans and Specifications and all Special Provisions contained therein and as directed by COUNTY's engineer.
- **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the Invitation for Bid shall take precedence over the Proposal and this Agreement shall take precedence over both.
- 3.5. CONTRACTOR shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONTRACTOR hereunder; including but not limited to any additional work or change orders agreed upon pursuant to written authorization as described in Section 5. Proposed additional work or change order requests,

1 2

when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).

4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION.

- **4.1.** Four Feet (4') Below the Surface. In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall:
 - **4.1.1.** Promptly, and before the following conditions are disturbed, notify COUNTY, in writing, of any:
 - (a) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - (b) 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; and
 - (c) 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 Agreement.
 - **4.1.2.** In response to any written notice generated pursuant to Subparagraph 4.1.1, COUNTY 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 CONTRACTOR's cost of, or the time required for, performance of any part of the Work, COUNTY shall issue a change order under the procedures described in this Agreement.
 - **4.1.3.** In the event that a dispute arises between COUNTY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled

completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. 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 Parties.

- 4.2. Trenching Requirements Project in Excess of Twenty-Five Thousand Dollars (\$25,000) and Five Feet (5') Below the Surface. For projects involving both an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five feet (5') or more in depth, CONTRACTOR shall submit 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. The plan must be accepted by COUNTY (or by a registered civil or structural engineer, employed by COUNTY, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this Paragraph shall allow CONTRACTOR to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on COUNTY or any of its employees.
- **4.3.** <u>Utilities Relocation</u>. In the event that CONTRACTOR, in the scope of work, encounters utilities not shown on COUNTY'S plans, COUNTY shall compensate CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated damages for any delay that occurs as a result of said encounter and/or relocation of utilities.

5. CHANGE ORDERS.

5.1. Change Orders. CONTRACTOR shall make no changes to the Work to be performed pursuant to this Agreement, including but not limited to additions, deletions, modifications or substitutions, nor shall CONTRACTOR perform any extra work (collectively, "Change Order Work") without the prior written consent of COUNTY. If CONTRACTOR encounters conditions it considers different from those described in Exhibit "A" to this Agreement, CONTRACTOR may request a change order in conformance with COUNTY's

standard procedure ("Change Order"). If COUNTY approves the request, CONTRACTOR will execute a Change Order and CONTRACTOR's execution of the Change Order shall confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall perform such changes in the Work as directed by COUNTY in any Change Order prepared by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a Change Order shall not be limited in any way. The Change Order shall be in writing and shall include:

- **5.1.1.** Any and all supporting documents and drawings depicting the source and location of the desired change, and explain in detail the field conditions and reasons for the requested change;
- **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result of changes in the Work based on a lump sum or time and material basis, as may be directed by COUNTY; and
- **5.1.3.** Any request for adjustments to time for completion of the Project.
- 5.2. Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any compensation for work, labor, materials or changes of any kind, regardless of whether ordered by COUNTY or any of its representatives, unless a Change Order has been submitted in writing and approved prior to the commencement of any Change Order Work as described above. If the changes are required by any inspecting governmental agencies or utility companies, or are otherwise required to comply with any codes, laws, rules or regulations, including those set forth in this Agreement, then CONTRACTOR shall not be entitled to any increases in the compensation set forth in this Agreement or other compensation as a result of the changes.
- 5.3. <u>Disputed Change Order Work</u>. Any dispute concerning the performance of such Change Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY shall not affect CONTRACTOR's obligation to perform such Change Order Work. CONTRACTOR agrees that it shall timely complete all Change Order Work even if there shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the

- Change Order Work. CONTRACTOR shall have the right to be compensated for any undisputed Change Order Work amounts as determined to be undisputed in COUNTY's sole discretion.
- 5.4. <u>Authorized Representative</u>. No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed by COUNTY's designated representative, who is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the designated representative is changed.
- 5.5. Limits. When applicable, the authority to execute a Change Order on this Project shall not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and based on a need for additional quantities due to an increase in the unit quantities required to complete the project in excess of the COUNTY's Engineer's estimate of unit quantities as set forth in the Invitation to Bid, CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the Standard Specifications, State of California, Business, Transportation and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans Standard Specifications") referred to in Exhibit "A" and incorporated herein by reference.

6. REPRESENTATIONS BY CONTRACTOR.

- **6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the construction specified in the description of work. CONTRACTOR has represented itself to be expert in these fields and understands that COUNTY is relying upon such representation.
- **6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- **6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONTRACTOR has received written authorization from the Director of Public Works, or his/her designee ("Notice to Proceed") to do so.

- **6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement and bind CONTRACTOR to the performance of all duties and obligations assumed by CONTRACTOR herein.
- 6.5. CONTRACTOR represents and warrants that any employee, contractor, subcontractor and agent who will be performing any of the duties and obligations of CONTRACTOR herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- **6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal are true and correct.
- **6.7.** CONTRACTOR understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONTRACTOR if such representations were not made.
- 6.8. Retention and Access of Books and Records. CONTRACTOR represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:
 - **6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers, books, files, correspondence and other records of all kinds which at any time shall come into its possession or under its control relating only to services performed by CONTRACTOR under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date said papers came into the possession of CONTRACTOR pursuant to this Agreement.
 - **6.8.2.** Any records or documents required to be maintained by CONTRACTOR pursuant to this Agreement shall be made available to COUNTY for inspection or audit, at any time during CONTRACTOR's regular business hours provided COUNTY provides CONTRACTOR with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONTRACTOR's address indicated for receipt of

notices under this Agreement.

- **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of termination of this Agreement.
- 6.8.4. CONTRACTOR represents and warrants that it has not been engaged by, nor will it be engaged by and owes no duty of performance to any other person or entity that would constitute a conflict. For breach or violation of this warranty, COUNTY shall amongst other remedies at law, have the right to terminate this Agreement without liability, or at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from another entity or person.
- 6.9. CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full compliance with all applicable Federal, State and local statues, rules, regulations and policies and procedures, regardless of whether they are expressly set forth in this Agreement. It is understood that in the event COUNTY is investigated or audited by any State or Federal governmental agency, or any other recognized investigative/auditing entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful request for information.

7. <u>TERM OF AGREEMENT</u>.

This Agreement shall commence on the date first written above and shall remain in effect until the services provided as outlined in Section 3, ("SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR"), have been completed, unless otherwise terminated as provided for in this Agreement.

8. <u>COMPENSATION</u>.

The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services related to the performance of this Agreement, attached hereto as **Exhibit "B"** and incorporated herein as though fully set forth. The total compensation payable under this Agreement shall not exceed

«Cost of Original Contract».

9. PAYMENT AND RETENTION OF FUNDS.

COUNTY shall pay CONTRACTOR for completed and approved services upon presentation and approval of its itemized billing, subject to the following.

9.1. Retention.

- 9.1.1. In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall generally retain five percent (5%) of the total compensation payable under this Agreement until the Work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and payment in full of all of CONTRACTOR's subcontractors has been certified.
- **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors has approved a finding, during a properly noticed and normally scheduled public hearing conducted either prior to or concurrent with authorizing this Project to go out to bid, that the Project is substantially complex and therefore requires a higher retention amount than 5%. Should the retention amount exceed 5% for this Project, then the actual retention amount will be listed in the Plans and Specifications, along with the findings justifying the increased retention amount.

9.2. Substitution of Retention.

- 9.2.1. CONTRACTOR may elect to substitute securities for any retention of funds by COUNTY to ensure performance under this Agreement. At the request and expense of CONTRACTOR, securities equivalent to the amount retained shall be deposited with the COUNTY, or with a state or federally chartered bank in this state as the escrow agent, who shall then return the securities to CONTRACTOR once the Work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and payment in full of all of CONTRACTOR's subcontractors has been certified.
- **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR.

CONTRACTOR, at its sole cost and expense, may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by CONTRACTOR. Once the Work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and payment in full of all of CONTRACTOR's subcontractors has been certified, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from COUNTY, pursuant to the terms of this Section.

- 9.2.3. Securities eligible for investment under this Section shall include those listed in Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit, interest—bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the beneficial owner of any securities substituted for retained funds and shall receive any interest thereon.
- **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement substantially similar to that found in Cal. Pub. Contract Code § 22300(f).
- **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is prohibited where funding for the Project, in whole or in part, will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

10. METHOD OF PAYMENT.

10.1. CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY's Director of Public Works or his/her designee, a complete and accurate written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. COUNTY shall make no payment prior to the claims being approved in writing by the Director of Public Works or his/her designee.

- 10.2. After determining that the claim is a proper payment request, the Director of Public Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed and properly submitted claims approved for payment within ten (10) days following the date the claim was submitted to his/her Department.
- 10.3. CONTRACTOR may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the undisputed and properly submitted claim is submitted.
- **10.4.** Any claim determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with a written explanation as to why the claim is an improper request for payment.
- **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code §20104.50, CONTRACTOR must properly fill out all written claims for compensation for services performed.
- **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010 in the event payment is not made within thirty (30) days of an undisputed properly submitted request.

11. <u>INDEMNIFICATION</u>.

- 11.1. CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend, protect and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of COUNTY.
- **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and hold COUNTY harmless from all Claims, including but not limited to:

- 11.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;
- 11.2.2. Liability arising from injuries to CONTRACTOR and/or any of CONTRACTOR's employees or agents arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;
- 11.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, including but not limited to:
 - (a) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to Disadvantaged Business Enterprise requirements and/or goals, as determined by COUNTY or such other lawful entity in charge of monitoring Disadvantaged Business Enterprise compliance;
 - (b) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to prevailing wage requirements, as determined by COUNTY, the California Department of Industrial Relations, or such other lawful entity in charge of monitoring prevailing wage compliance;

- **11.2.4.** Infringement of any patent rights which may be brought against COUNTY arising out of CONTRACTOR's work;
- **11.2.5.** Any violation or infraction by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and
- **11.2.6.** Any breach by CONTRACTOR of the terms, requirements or covenants of this Agreement.
- **11.3.** The indemnification provisions of this Agreement shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

12. INDEPENDENT CONTRACTOR.

- **12.1.** In all situations and circumstances arising out of the terms and conditions of this Agreement, CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:
- **12.2.** CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement.
- 12.3. CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- 12.4. CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.
- 12.5. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal,

- State or local law or regulation.
- 12.6. CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program, including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY's employee.
- **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.
- **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor, not an employee of COUNTY.
- **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

13. <u>INSURANCE</u>.

- 13.1. CONTRACTOR hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth in the "Minimum Insurance Amounts" attachment to the Plans and Specifications which are incorporated as if set forth fully herein.
- 13.2. Special Insurance Requirements. All insurance required shall:
 - **13.2.1.** Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
 - **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

- **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers' Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR's negligence.
- **13.2.4.** State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
- 13.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.
- **13.2.6.** If this Agreement remains in effect more than one (1) year from the date of its original execution, COUNTY may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.
- 13.3. Additional Insurance Requirements.
 - **13.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.
 - **13.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - (a) Includes contractual liability;
 - (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards";
 - (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;

- (d) Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes COUNTY as an additional insured; and
- (g) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
- 13.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.
- 13.5. <u>Certificates of Insurance</u>. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit** "C" and incorporated herein as though fully set forth.
- **13.6.** Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

14. WORKERS' COMPENSATION CERTIFICATION.

- 14.1. Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. 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."
- **14.2.** This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

- **14.3.** CONTRACTOR understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project.
- **14.4.** If CONTRACTOR has no employees, initial here:

15. WARRANTY.

- 15.1. One Year Warranty. CONTRACTOR agrees to provide a one-year warranty for all of its work and component parts and guarantees that all work shall be performed in a professional and workman-like manner and be free from defects. CONTRACTOR guarantees to timely correct all work performed by it under this Agreement which COUNTY determines to be defective in design, material and/or workmanship within a period of one (1) year from the date of the completion of the Work. The warranties set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly agrees that all warranties made by CONTRACTOR, all obligations under this Agreement and all remedies for breach of such warranties shall survive this Agreement in the event it is terminated or expires for any reason prior to the running of the full warranty periods listed above.
- Materials. All materials furnished by CONTRACTOR shall be new, manufactured during the current year, of first quality and carrying full manufacturer's warranty. CONTRACTOR shall be responsible for any expiration of manufacturer or other warranties of material or equipment being supplied for this Agreement. CONTRACTOR guarantees that all warranties of material and equipment shall become effective when the project is accepted by COUNTY's Board of Supervisors, not at time of installation by CONTRACTOR.
- **15.3.** <u>Manufacturers' Warranty Information</u>. CONTRACTOR agrees to promptly provide such information and maintenance recommendations to COUNTY at the inception of CONTRACTOR's work to the extent such information is reasonably available.

16. <u>DEFAULT AND REMEDIES</u>.

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Default. In the event that (i) CONTRACTOR files a petition requesting relief under any bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency, or (ii) CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt payment to its subcontractors and suppliers for materials or labor supplied or permits any lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR disregards any laws or orders of any public or private authority having jurisdiction over the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any of the terms of this Agreement or breaches any provision of this Agreement, COUNTY may give notice of such failure or breach to CONTRACTOR, identifying the failure or breach of this Agreement. Should any such failure or breach continue for twenty-four (24) hours after delivery of notice without a good faith effort on the part of CONTRACTOR to commence all necessary corrective action, or should such a breach continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time such failure shall be deemed a default by CONTRACTOR under this Agreement and COUNTY shall have all rights and remedies available at law or in equity, including the right to terminate this Agreement. Without limiting its rights and remedies, COUNTY may then proceed as follows:

16.1.1. Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may exist in the performance of CONTRACTOR's obligations hereunder within forty-eight (48) hours after such default(s) has/have occurred including but not limited to repairing, replacing and correcting material or Work determined by COUNTY

to be defective or not complying with the requirements of this Agreement. Should CONTRACTOR fail to timely repair, replace and/or correct non-complying or defective materials and workmanship or otherwise cure its default(s) hereunder, and in the case of emergencies in which case COUNTY may act immediately if CONTRACTOR is not available or is not responding, and without further notice, COUNTY may make required repairs, replacements and other corrections or otherwise remedy the default by CONTRACTOR pursuant to the subparagraph below.

- 16.1.2. Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may engage another contractor to perform such portion of CONTRACTOR's Work required pursuant to this Agreement or furnish any materials or other items required hereunder as COUNTY in its sole discretion may deem necessary to avoid delay in the progress of the Work, and in connection therewith, COUNTY may perform such Work or any portion thereof itself or have the same performed by others and COUNTY may procure all necessary materials, equipment or other items required for the continued progress of such Work. The costs incurred by COUNTY as a result of engaging another contractor shall be deducted from the compensation payable pursuant to this Agreement and if COUNTY's costs exceed or may reasonably be anticipated to exceed the balance of the compensation due to CONTRACTOR for such work, such excess, or anticipated excess, shall be immediately due and owing from CONTRACTOR to COUNTY and may be withheld from any funds due to CONTRACTOR pursuant to this Agreement or any other agreement.
- **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written notice and COUNTY shall then have the option of completing the Work or any portion thereof by exercise of its interest under the performance bond issued in favor by CONTRACTOR, or having such Work in whole or in part be completed by others

for CONTRACTOR's account. A calculation shall take place at the conclusion of the Project wherein to the degree the sum of COUNTY's costs and any amounts paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from CONTRACTOR to COUNTY.

- 16.2. <u>Damages</u>. CONTRACTOR shall be liable for all damages suffered by COUNTY by reason of CONTRACTOR's default in any provision of this Agreement and the exercise of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by CONTRACTOR pursuant hereto has been completed and accepted by COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of exclusion, COUNTY's costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees and costs.
- 16.3. Actions After Default. Should COUNTY exercise any of its options, remedies or rights granted pursuant to the terms of this Agreement in the event of a default by CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to CONTRACTOR to complete the Work required to be completed by CONTRACTOR, whether such work is completed by COUNTY or by others, and CONTRACTOR agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by COUNTY to do so.
- 16.4. <u>Limit on Force Majeure Damages</u>. CONTRACTOR shall not be responsible for repairing or restoring damage to work caused by an act of God in excess of five (5) percent of the contract amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of COUNTY. In the event of such damage, COUNTY may, at its option, elect to terminate this Agreement.

- For purposes of this Agreement, an "act of God" shall be defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.
- 16.5. Resolution of Claims. COUNTY and CONTRACTOR agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions set forth in California Public Contracts Code §§ 9204 and 20104 20104.6.
- 16.6. No Limitation of Rights. The options and rights granted to COUNTY herein shall not be deemed as limitations upon the other rights and remedies of COUNTY in the event of a failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to exercise the rights and remedies hereinabove specified and all other rights and remedies which may be provided in this Agreement or by law or in equity, either cumulatively or consecutively, and in such order as COUNTY in its sole discretion shall determine.

17. NON-DISCRIMINATION.

- 17.1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 17.2. CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 17.3. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).
- 17.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- 17.5. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 17.6. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 17.7. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

18. <u>DISADVANTAGED BUSINESS ENTITY COMPLIANCE.</u>

- **18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise ("DBE") specifications contained in the California Department of Transportation's Standard Specifications.
- **18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE requirements pertaining to this Project and has fully and accurately completed any and all required DBE forms.
- **18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE requirements for this Project.
- **18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as **Exhibit "D"** and incorporated by this reference as though fully set forth herein.
- 18.5. If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY due to CONTRACTOR's failure to either comply with the DBE requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE goals as determined by COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or federal agency contributing funds to the Project, then CONTRACTOR shall fully reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct any such loss in funding from the amount of compensation due to CONTRACTOR under this Agreement.
- **18.6.** In addition to the above, CONTRACTOR's failure to comply with DBE

requirements/goals shall subject it to such sanctions as are permitted by law, which may include, but shall not be limited to the following:

- 18.6.1. Termination of this Agreement;
- **18.6.2.** Withholding monthly progress payments;
- **18.6.3.** Denial of payment for any portion of the Project that was committed at the time of the execution of this Agreement to be performed by a DBE subcontractor, but was completed by CONTRACTOR or a substitute non-DBE subcontractor;
- 18.6.4. Compensatory, special, incidental, liquidated and other damages; and/or
- **18.6.5.** Designation of CONTRACTOR as "nonresponsible," and disqualification from bidding on future public works projects advertised by COUNTY.

19. PREVAILING WAGE.

- 19.1. CONTRACTOR and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of the California Department of Industrial Relations ("DIR") or, when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at COUNTY's Department of Public Works, and are available to CONTRACTOR and any other interested party upon request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at the Project site.
- **19.2.** CONTRACTOR is responsible for compliance with the provisions herein.
- **19.3.** Mandatory Registration with the Department of Industrial Relations NEW REQUIREMENTS PURSUANT TO SB 854.
 - **19.3.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
 - **19.3.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1,

- 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- **19.3.3.** CONTRACTOR and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- **19.3.4.** The Project described herein is subject to compliance monitoring and enforcement with the DIR.
- **19.3.5.** For further information concerning compliance with SB 854, please visit: http://www.dir.ca.gov/Public-Works/SB854.html.
- 19.4. Cognizance of Violations by County.
 - **19.4.1.** CONTRACTOR understands and agrees that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.
 - **19.4.2.** If CONTRACTOR determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to CONTRACTOR, the procedures in California Labor Code §1771.6 shall be followed.
 - 19.4.3. CONTRACTOR may bring an action in a court of competent jurisdiction to recover from COUNTY the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:
 - (a) COUNTY previously affirmatively represented to CONTRACTOR in

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- writing, in the call for bids, or otherwise, that the Work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- (b) COUNTY received actual written notice from the Department of Industrial Relations that the Work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to CONTRACTOR before the bid opening or award.

19.5. Prevailing Wage Rates and Payroll Records.

- 19.5.1. CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at CONTRACTOR's principal office. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.
- 19.5.2. Prevailing Wage Compliance For those Projects subject to DIR Monitoring and Enforcement. CONTRACTOR has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONTRACTOR that CONTRACTOR is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html.
- 19.5.3. CONTRACTOR shall be liable for penalties pursuant to this section when a

subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

- (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
- (b) CONTRACTOR fails to comply with the following requirement: The contract executed between CONTRACTOR and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (c) CONTRACTOR fails to comply with the following requirement: CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (d) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and
- (e) Prior to making final payment to the subcontractor for Work performed on the Project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code §1813.
- 19.6. Work Day and Work Week Requirements. CONTRACTOR agrees to comply with §§1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq.,

as supplemented by the Department of Labor regulations, which provide that CONTRACTOR's workers and its subcontractor's workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week. Further, work performed by employees of CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to comply with the provisions contained within this Paragraph.

19.7. Apprenticeship Requirements.

19.7.1. CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide COUNTY with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by §1777.5(e). The responsibility for compliance with these provisions is fixed with CONTRACTOR for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with §1777.5) and CONTRACTOR and its subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code §3077. Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. This section shall not be enforced if the not-to-exceed amount of this Agreement

 set forth and/or incorporated in the "COMPENSATION" Section is less than thirty thousand dollars (\$30,000).

19.7.2. If the Project falls within the jurisdiction of California Labor Code §1777.5, COUNTY shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, COUNTY shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

19.8. Labor Standards Compliance Requirements.

- 19.8.1. It is CONTRACTOR's responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. CONTRACTOR is responsible to review promptly and then forward on all required documentation to COUNTY per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, COUNTY will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by COUNTY.
- 19.8.2. In the event, during the review process of labor compliance documentation from COUNTY's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from CONTRACTOR the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by CONTRACTOR.

20. <u>INELIGIBILITY</u>.

- **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.
- **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be prohibited from bidding on, being awarded an agreement for, or performing work as a subcontractor on this Project, or any other public works project within the state of California.

21. <u>SIGNAGE REQUIREMENTS</u>.

- 21.1. Project Identity Signage. CONTRACTOR is required to provide and install the required project identity signage as detailed in the Plans and Specifications, in the size and at the location indicated by the Director of Public Works or his/her designee, and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the Director of Public Works or his/her designee.
- 21.2. Required Employee Signage and Posters. CONTRACTOR is required to provide and install the Federal and State required employee posters and the required material pertaining to the required labor standards provisions are posted (including, but not limited to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a prominent and accessible place.
- 21.3. Section 3 Compliant Signage. If required by COUNTY, CONTRACTOR is directed to provide and install the "Offer for Employment" signage as detailed in the Plans and Specifications in the size and at the location indicated by the Director of Public Works or his/her designee and to maintain the signage in good condition for the duration of the Project. The signage may not be removed until the Notice of Completion is recorded or by written direction of the Director of Public Works or his/her designee.

22. CONFLICT OF INTEREST AND GRATUITIES.

- **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 22.2. CONTRACTOR agrees to designate such person or persons who have responsibility for carrying out the services under this Agreement and that such person or persons as may be designated shall take any and all actions necessary to comply with COUNTY's Conflict of Interest Code adopted pursuant to California Government Code §81000 to the extent

required thereunder.

- 22.3. If it is found, after notice and hearing by COUNTY, that gratuities (in the form of entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer, employee or agent of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of this Agreement, COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Agreement and/or may pursue such other rights and remedies provided by law or under this Agreement.
- **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled to:
 - **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event of a breach of the Agreement by CONTRACTOR; and
 - 22.4.2. As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONTRACTOR in providing any such gratuities to any such officer, employee or agent.

23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.

When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible, CONTRACTOR shall provide job training, employment and contracting opportunities for low- or very-low income residents in connection with the Project. The responsibility for compliance with these provisions is fixed with CONTRACTOR.

24. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.

When applicable, CONTRACTOR agrees to comply with the Copeland Act (18 USC §874 and 40 USC §276c; 29 C.F.R. Part 3) which precludes CONTRACTOR and its

he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its subcontractors induce an employee working on a covered contract to give up any part of the compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and agrees that willful falsification of the statement of compliance may subject the employer to civil or criminal prosecution and may be cause for contract termination or debarment. The responsibility for compliance with these provisions is fixed with CONTRACTOR.

subcontractors from in any way inducing an employee to give up any part of the compensation to which

25. FAIR LABOR STANDARDS ACT COMPLIANCE.

When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting full-time and part-time workers on the Project. The responsibility for compliance with these provisions is fixed with CONTRACTOR.

26. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.</u>

When applicable, CONTRACTOR agrees to execute a certification regarding debarment, suspension and other responsibility matters. The responsibility for compliance with this provision is fixed with CONTRACTOR.

27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS.

When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of 41 C.F.R. 60-4.2 relating to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications." The responsibility for compliance with this provision is fixed with CONTRACTOR.

28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or

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regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. CONTRACTOR understands and agrees that violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. The responsibility for compliance with these provisions is fixed with CONTRACTOR.

29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.

When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance with this provision is fixed with CONTRACTOR.

30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.

CONTRACTOR shall verify name, date of birth and social security number, along with immigration information for non-citizens in order to verify the identity and employment eligibility of both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed with CONTRACTOR.

31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.

31.1. During the performance of this Agreement, CONTRACTOR assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits or be subjected to discrimination based on race, color, national origin, gender, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations. The responsibility for compliance with these provisions is

fixed with CONTRACTOR.

31.2. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as COUNTY deems appropriate. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Paragraph in all subcontracts to perform Work under this Agreement.

32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

32.1. CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause. For the purposes of this Subsection, the term "contractor" shall refer to CONTRACTOR, and the term "contract" shall refer to this Agreement:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- **32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; <u>provided</u> that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.
- 32.3. CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

33. <u>ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS</u>.

CONTRACTOR shall comply with the following provisions regarding the assignment of claims arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term "contractor" shall refer to CONTRACTOR, the term "awarding body" shall refer to COUNTY, and the term "public works contract" shall refer to this Agreement:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with 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

1 and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties." 2 3 34. **NON-COLLUSION.** 4 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion 5 Affidavit that complies with Cal. Public Code §7106, included in Exhibit "B" and incorporated herein. 6 35. **NOTICES AND REPORTS.** 7 35.1. All notices and reports under this Agreement shall be in writing and may be given by 8 personal delivery or by mailing by certified mail, addressed as follows: 9 COUNTY CONTRACTOR Imperial County Department of Public Works «Contractor Business Name» 10 Attention: Director «Contractor_Street_Address» 155 South Eleventh Street «Contractor City State» 11 El Centro, CA 92243 12 with copies to: 13 Imperial County Executive Office 14 Attention: County Executive Officer 940 West Main Street, Suite 208 15 El Centro, CA 92243 16 and: 17 Imperial County Department of Human 18 Resources and Risk Management Attention: Director 19 940 West Main Street, Suite 101 El Centro, CA 92243 20 35.2. Notices and reports under this Agreement may be given by personal delivery or by 21 22 mailing by certified mail at such other address as either Party may designate in a notice 23 to the other Party given in such manner. Any notice given by mail shall be considered 24 given when deposited in the United States Mail, postage prepaid, addressed as provided 25 herein. 26 36. ENTIRE AGREEMENT. This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating 27 28 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,

understandings, provisions, negotiations, representations, or statements, either written or verbal.

37. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY.

38. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

39. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

40. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

Words and expressions in the masculine gender include the feminine and neuter genders. Words and expressions in the singular include the plural and words and expressions in the plural include the singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONTRACTOR shall be joint and several if more than one person, firm or entity executes the Agreement.

42. WAIVER.

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

43. CHOICE OF LAW.

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

44. <u>AUTHORITY</u>.

- **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants that:
 - **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR;
 - **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;
 - **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.
- **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing within thirty days of execution of this Agreement.

45. COUNTERPARTS.

This Agreement and any subsequent modifications may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

46. TIMING.

The Parties agree that time is of the essence in this Agreement.

47. <u>REVIEW OF AGREEMENT TERMS.</u>

- **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.
- **47.2.** Each Party represents and warrants to and covenants with the other Party that:
 - 47.2.1. This Agreement in its reduction to final written form is a result of extensive good

1	faith negotiations between the Parties and/or their respective legal counsel; and									
2	47.2.2. The Parties and/or their legal counsel have carefully reviewed and examined this									
3	Agreement for execution by said Parties.									
4	47.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting									
5	party shall not be employed in the interpretation of this Agreement.									
6	IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first									
7	above written.									
8	County of Imperial «Contractor_Business_Name»									
9										
10	By: By:									
11	Imperial County Board of Supervisors									
12										
13	ATTEST:									
14 15	By:									
16	Blanca Acosta,									
17	Clerk of the Board of Supervisors									
18	APPROVED AS TO FORM:									
19	Adam G. Crook,									
20	County Counsel									
21										
22	By:									
23	«CC_Attorney_Title»									
24										
25										
26										
27										
28										
	40 PW «AR Number»									
	40 PW «AR_Number»									
ı	1									

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT	
WHEREAS, the COUNTY OF IMPERIAL passed	
passedhereinafter designated as the "Principal," a contract for the work	described as follows:
	EMENTS FOR VARIOUS ROADS ct No. 6953CAPP
WHEREAS, said Principal is required under the terms of said co	ntract to furnish a bond for the faithful performance of said contract,
NOW THEREFORE, we, the Principal and	
	as Surety,
are held and firmly bound unto the Public Entity in the penal sum	as Surety, n of Dollars (\$ ment of which sum well and truly to be made, we bind ourselves, our nd severally, firmly by these presents.
successors or assigns, shall in all things stand to and abide by agreements in the said contract and any alteration thereof made the time and in the manner therein specified, and in all respects save harmless the Public Entity, its officers and agents, as the otherwise, it shall be and remain in full force and virtue. And the said Surety, for value received, hereby stipulates and a	ne above bounded Principal, his or its heirs, executors, administrators, and well and truly keep and perform, the covenants conditions and as therein provided, on this or their part, to be kept and performed at according to their true intent and meaning, and shall indemnify and herein stipulated, then this obligation shall become null and void, agrees that no change, extension of time, alteration or addition to the or the specifications accompanying the same, shall in anywise affect
	y such change, extension of time, alteration or addition to the terms of
In the event suit is brought upon this bond by the Public Entity the Public Entity in such suit, including a reasonable attorney's for	and judgment is recovered, the Surety shall pay all costs incurred by ee to be fixed by the court.
IN WITNESS WHEREOF, this instrument has been duly execut day of, 20	ed by the Principal and Surety above named, on the
	Principal
	BY:
[Attach Required Acknowledgement]	Surety
	BY:Attorney-in-Fact

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY OF IMPERIAL
(hereinafter designated as "Public Entity") by resolution passed
HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS County Project No. 6953CAPP
WHEREAS, said Principal is required by Chapter 5 (commencing at Section 9550), Title 3, Part 46, Division 4 of the California Civil Code to furnish a bond in connection with said contract:
NOW, THEREFORE, we, the Principal and
as Surety, are held and firmly bound unto the Public Entity in the penal sum of
THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 or 8402 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.
IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on theday of, 20
Principal
BY:

Surety

Attorney-in-Fact

BY: ___

DIVISION XVI

EXHIBITS & PERMITS



NAME

P.L.S./R.C.E.

County of Imperial Department of Public Works 155 S 11th Street El Centro, CA 92243 (442) 265-1818

Monument Preservation Report PRE-CONSTRUCTION

FORM

MPR-01

April 2021

County of Imperial Permit Number/Project Name	
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PRIOR TO PERMIT ISSUANCE. THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR

(OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING) WHO WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND WHO SHALL PROVIDE A CORNER RECORD (OR RECORD OF SURVEY) TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS' ACT, IF APPLICABLE. THE PERMITTEE IS RESPONSIBLE FOR THE COST OF RESTORING, OR REPLACING ALL SURVEY MONUMENTS THAT ARE DISTURBED, OR DESTROYED BY CONSTRUCTION.									
(R	(REFERENCE SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)								
****** <u>THIS FO</u>	RM TO BE COMPLETED	BY A PERSON AUTH	ORIZED TO PE	RACTICE LAND SURVEYING ******					
	CONSTRUCTION PROPOSE cked for projects that are prop								
NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)					
	CONSTRUCTION MAY AFF			urfacing, etc.)					
■ MONUMENT(DETERMINED monument(s) ar the references h attached hereto. locations of mo and/or corner ac ■ NO MONUMEN record or recor of any monume monument and/ ■ MONUMENT(DETERMINED sketch/diagram ■ MONUMENT(DETERMINED SURVEY) WHI ON THE FILEI	o MAY BE DISTURBED OF ad/or corner accessory(ies) we as been filed with the County Also attached, (if not docum numents that were searched forcessory that was not found. Plant(S) AND/OR CORNER Act of survey is required.) Attacent and/or corner accessory so or corner accessory not found. S) AND/OR CORNER ACC OWILL REMAIN PROTECT! of the work limits and its related and and accessory so the work limits and its related by MAY BE DISTURBED OR INCH SHOWS SUFFICIENT RECORD (OR RICH SHOWS SUFFICIENT RECORD (OR RICH SHOWS DATA CONSULTEIN URVEY DATA CONSULTEIN WAS SUFFICIED OR SURVEY DATA CONSULTEIN ALSO CONSULTEIN CONSULTEIN ALSO CONSULTEI	CESSORY(IES) WERE R DESTROYED. (A core referenced and pre-concerned on the project tented on the corner reconcerned for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earched for and not four Photos may also be included as a sketch/diagram earc	FOUND WITH rner record or instruction corner site(s). The filed ord(s) (or record(s) placed "S.N.F." ed. E FOUND WITH showing the limit and. I have placed uded. FOUND OUTSI rner record or renuments. Photos rnuments. Photos record or renuments. Photos records of Section 1997.	IN THE LIMITS OF WORK WHICH IN THE LIMITS OF WORK WHICH ING CORNER RECORD (OR RECORD OF LED AND THERE IS NO DISCREPANCY Survey, private field notes, etc.)					

DATE

(SEAL)

SIGNATURE



NAME

County of Imperial Department of Public Works 155 S 11th Street El Centro, CA 92243 (442) 265-1818

P.L.S./R.C.E.

Monument Preservation Report POST-CONSTRUCTION

FORM

MPR-02

April 2021

County of Imperial Per	mit Number/Project Nam	ie			
THE SERVICE OF A SURVEYING) WHO RECORD (OR RECO SURVEYORS' ACT, I ALL SURVEY MONU	A NOTICE OF COMPLIA PROFESSIONAL LAY WILL BE RESPONSIBLORD OF SURVEY) TO IF APPLICABLE. THE PUMENTS THAT ARE DIFFERENCE SECTION 877	ND SURVEYOR (E FOR MONUME THE COUNTY S' ERMITTEE IS RES STURBED, OR DI	OR CIVIL ENGINE NT RESTORATION URVEYOR AS RE SPONSIBLE FOR T. ESTROYED BY CO	EER AUTHORIZED T N AND WHO SHALL I QUIRED BY THE PR HE COST OF RESTOR INSTRUCTION.	O PRACTICE LAND PROVIDE A CORNER OFESSIONAL LAND ING, OR REPLACING
****** <u>THIS FORM</u>	1 TO BE COMPLETED	BY A PERSON A	AUTHORIZED TO	PRACTICE LAND S	URVEYING *****
	AND/OR CORNER AG DID NOT DISTURB OF				
NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)	
PERMITTED CON set to perpetuate the	AND/OR CORNER AGESTRUCTION. A new more original location of the dather office of the County States.	onument(s) was set i isturbed or destroye	in the surface of the red monument(s) and	new construction or a wi a post-construction corr	tness monument(s) was
FILED CORNER REC	CORD#	OR FILED REC	CORD OF SURVEY	#	

SIGNATURE

DATE

(SEAL)

CALTRANS ENCROACHMENT PERMIT 11-23-N-TK-0654

STATE OF CALIFORNIA • DEPARTM				FM 91 1436							
DOT TR-0120 (REV 05/2023)	МІТ	Permit No. 11-23-N-TK-0654									
In compliance with your application	on of June 14, 2023	Dist/Co/Rte/PM 11/IMP/86/PM 1.6-1.9									
Reference Documents:		Permit Approval Date									
Utility Notice No.	of	July 11, 2023									
Agreement No.	of	Performance	Bond Amount (1)	Payment Bond Amount (2) \$0							
R/W Contract No.	of	Bond Compar	ny								
Project code (ID):		N/A									
Applicant's Reference/ Utility \		Bond Number \$ N/A	(1)	Bond Number (2) \$ N/A							
		Ψ Ν/Α		\$ IV/A							
TO: Imperial County Departn C/O: Jon Collins 401 B Street #600 San Diego CA 92101 (619)744-0121	nent of Public Works										
		, PERMITTE	E								
plans, in accordance with the requipment of the plants of	uirements and conditions contained number (760) 594-2008, or enotified seven days prior to stations 2022, Section 12-4.02 ne Department Engineer is required.	ined herein and as fur e-mail at Daniel.Hern arting work and prior to C(3) Closure Requirer uired prior to start of all	ther directed or appleandez.Duarte@dot to requesting a lane ments and Charts. Any work under this p	closure or an activity that may cause Add closure chart no. 1. permit.							
The following attachments are als	o included as part of this permi	it (check applicable):		, the permittee will be billed actual							
		, ,	costs for:	Review							
YES NO Utility Mainten			☐ YES ☒ NO	Inspection							
☐ YES ☐ NO Storm Water S			∑ YES	Field Work							
				(if any Caltrans effort expended)							
	Permit, if required: Permit No.		As-built Plans a	re Required							
	Submittal Route Slip for Locally	y Advertised Projects	☐ YES ⊠ NO								
YES NO Storm Water F	Pollution Protection Plan										
XES NO The information	n in the environmental docume	ntation has been revie	ewed and considere	d prior to approval of this permit.							
This permit is void unless the wor				, <u>2024</u>							
This permit is to be strictly constru No project work shall be commen		•	-								
CC:	APPROVE										
#1: Daniel Hernandez Duarte #2: ALBERT HERRERA				Gustavo Dallarda, District Director							
#3: Matthew Cordero #4:	BY										
<i>"</i> · ·		O. Vivar (Jul 12, 2023 09:19 PDT)	Wil	liam Vivar, for District Permit Engineer							

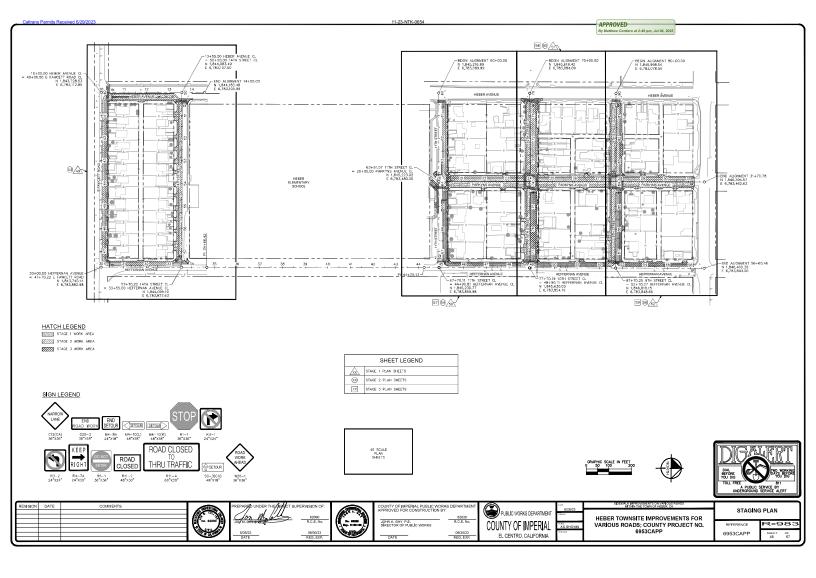
IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS 11-23-N-TK-0654 PAGE TWO

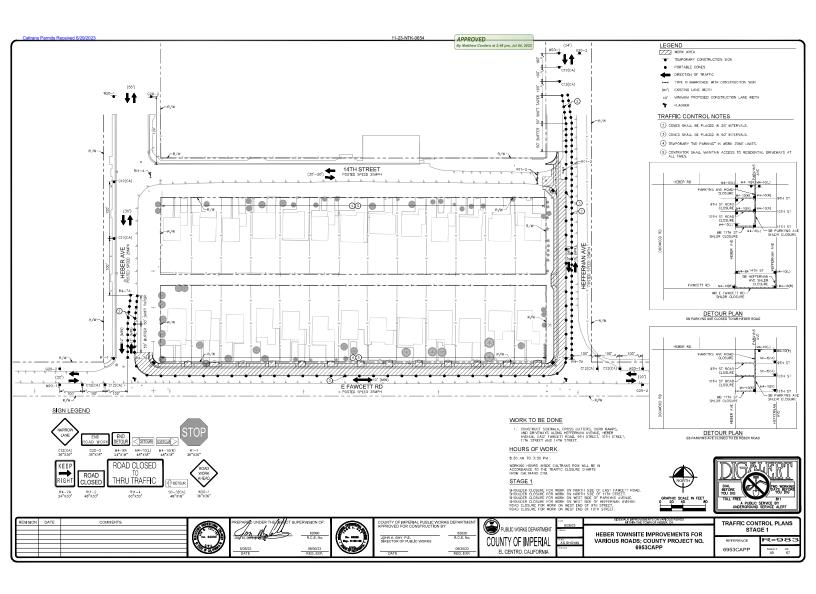
The Permittee and Permittee's Contractor acknowledge and ensure that the document listed below is submitted to the Department Field Engineer, reviewed by, and accepted by the Department prior to the preconstruction meeting and prior to scheduling authorized work/activities:

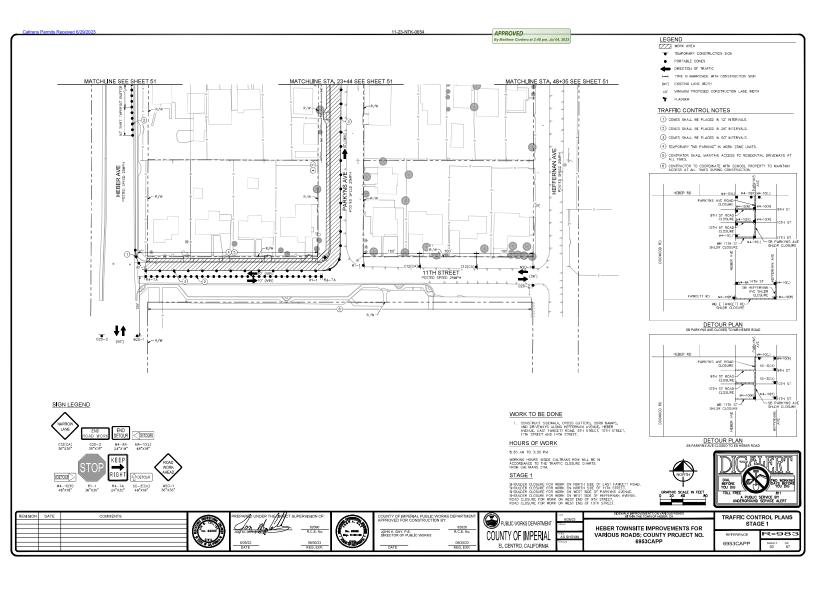
• Contractor Authorization Form TR-0429

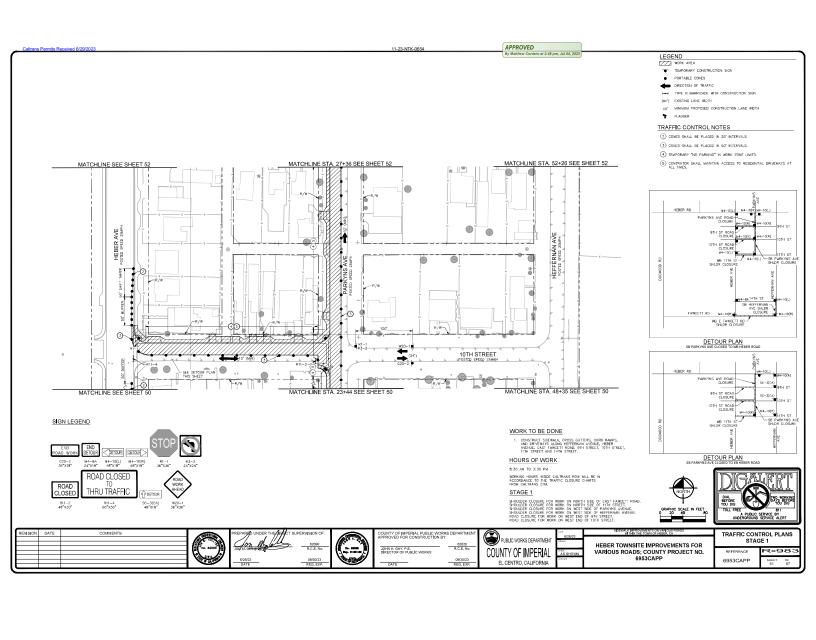
Chart No. 1 Conventional Highway Closure Hours																				
County: IMP Route/Direction: 86 / NB-SB PM: 1.25 - 1.90																				
Closure Description: Clifford Rd. to	Ingram	Stre	et.																	
FROM HOUR TO HOUR 24	4 1 2	3 4	1 5	6 7	8	9 1	0 1	1 1	2 1	3 1	4 1	5 1	61	7 1	8 1	9 2	0 2	1 2	2 2	3 24
Mondays through Thursdays					X	X	X	X	X	X	X	X								
Fridays					X	X	X	X	X	X	X	X								
Saturdays																				
Sundays																				
Legend: X Close the Access from NB-SB 86 to all the streets included in the above PM range. Work permitted within project right of way where shoulder or lane closure is not required. REMARKS: All required Signs shall be placed at all impacted Side Streets at both directions of Rte. 86. PCMSs are required for the above closures of the streets on both directions of Rte. 86.																				

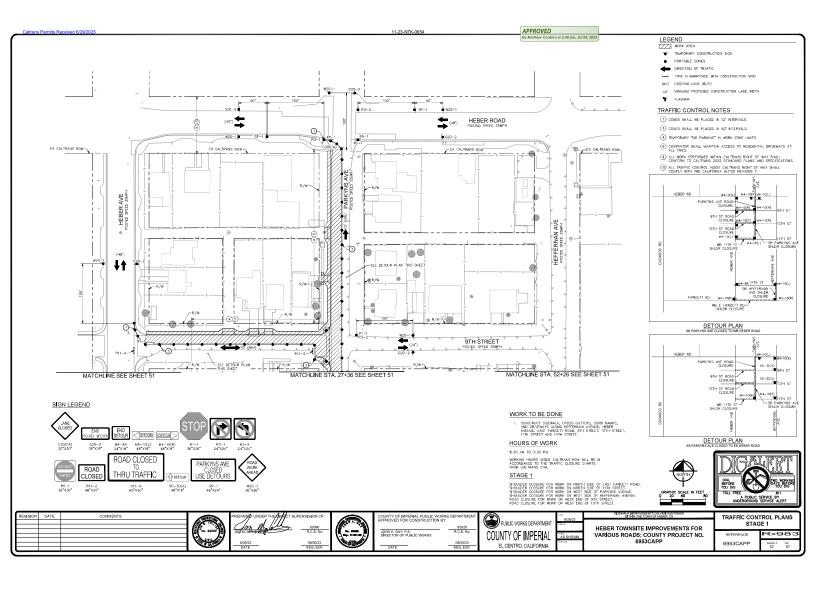
Permit # 0654-(11-23-NTK)-SPSALEM-06-20-2023

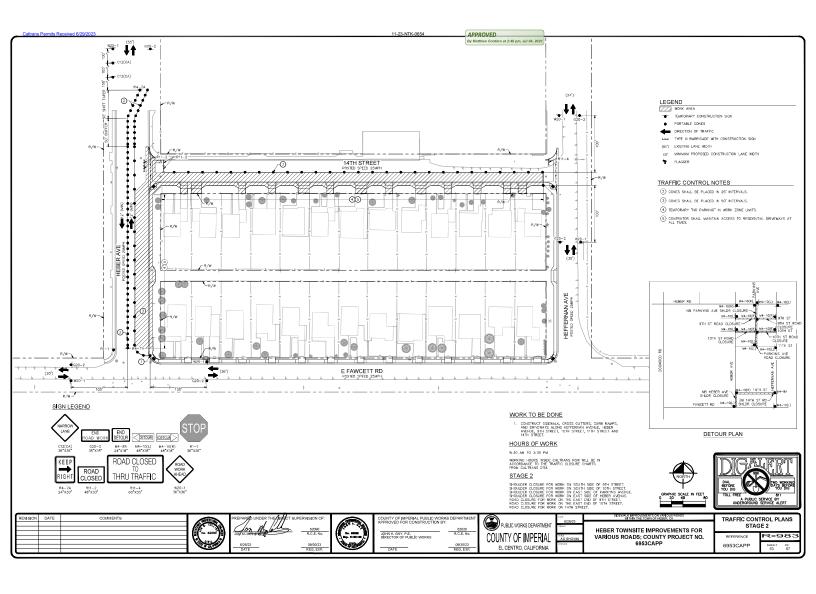


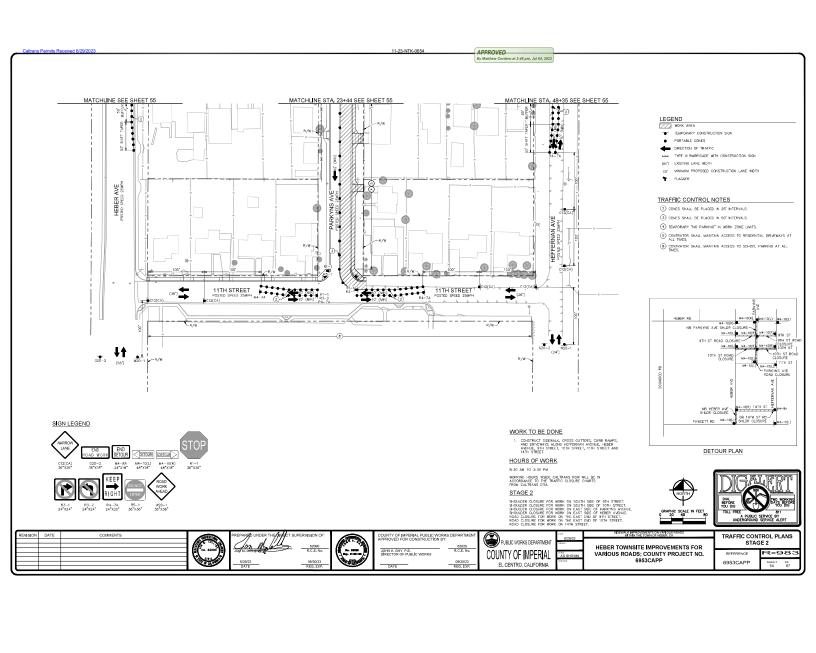


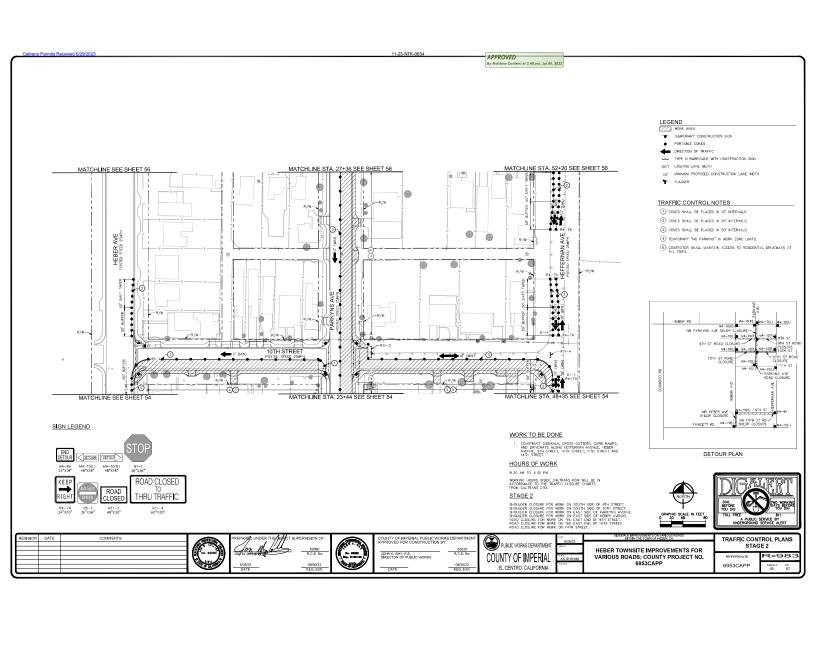


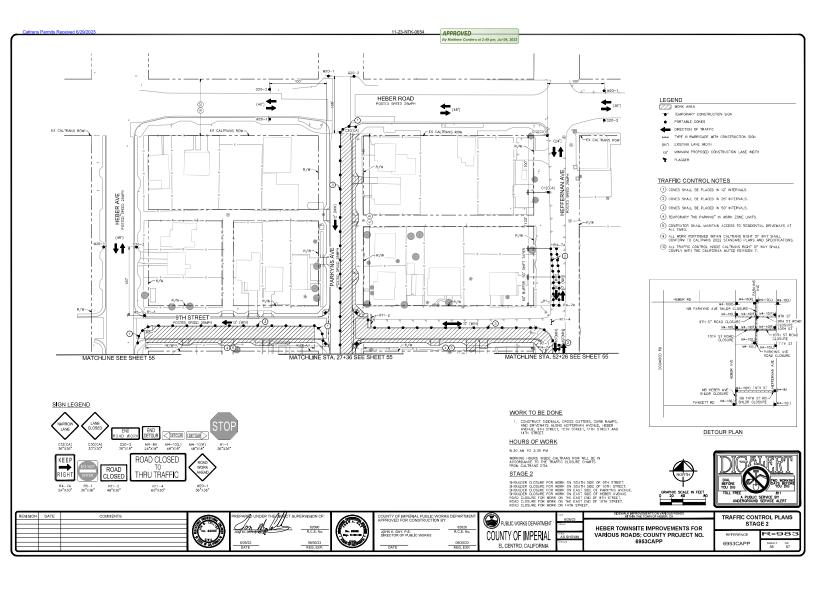


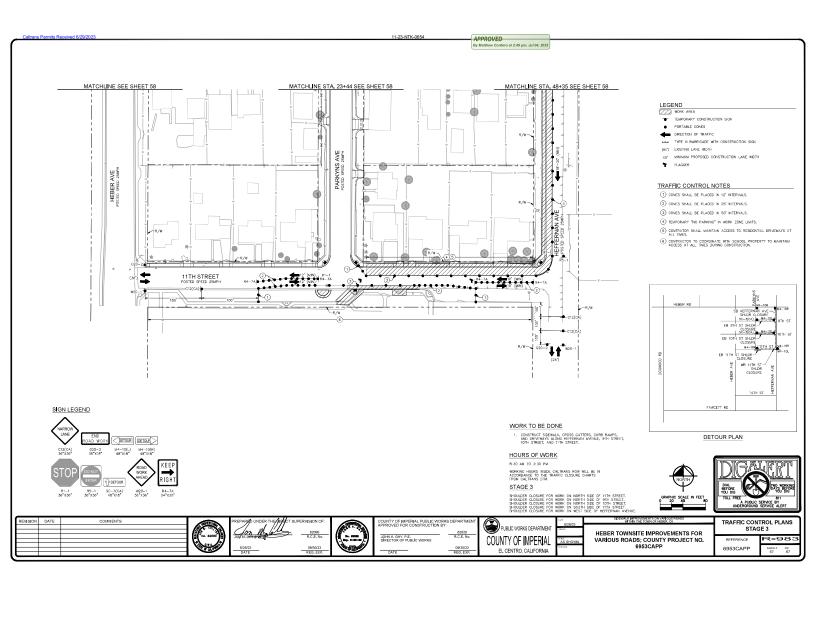


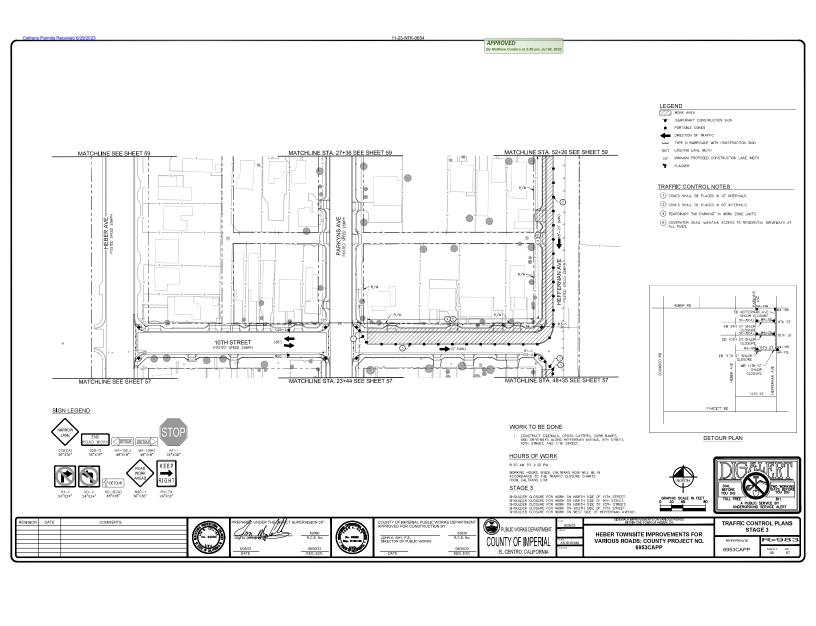


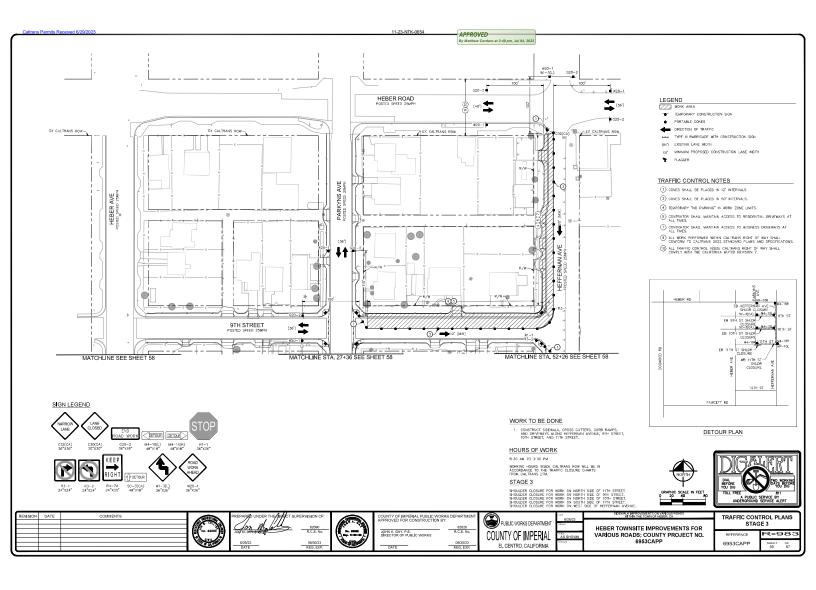












STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **NOTICE OF COMPLETION** TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO: **11-23-N-TK-0654**

DIST/CO/RTE/PM: 11/IMP/86/1.6-1.9

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on

DATE

SIGNATURE OF PERMITTEE

ADA
FM 92 1546 M Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

- AUTHORITY: The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
- PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK: This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
- 5. ACCEPTANCE OF PROVISIONS: Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity

- to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
- 6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- PLAN CHANGES: Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
- 9. RIGHT OF ENTRY, INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

- 10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
- 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal agencies. environmental the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits. approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must 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 must 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 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- 15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 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 encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

- 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently 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 Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) 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 public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department'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 must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the United States. the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. 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.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

ENCROACHMENT PERMIT GENERAL PROVISIONS

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
 - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must 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 State highway right-of-way.
 - iv) That the Permittee must 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.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE: The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

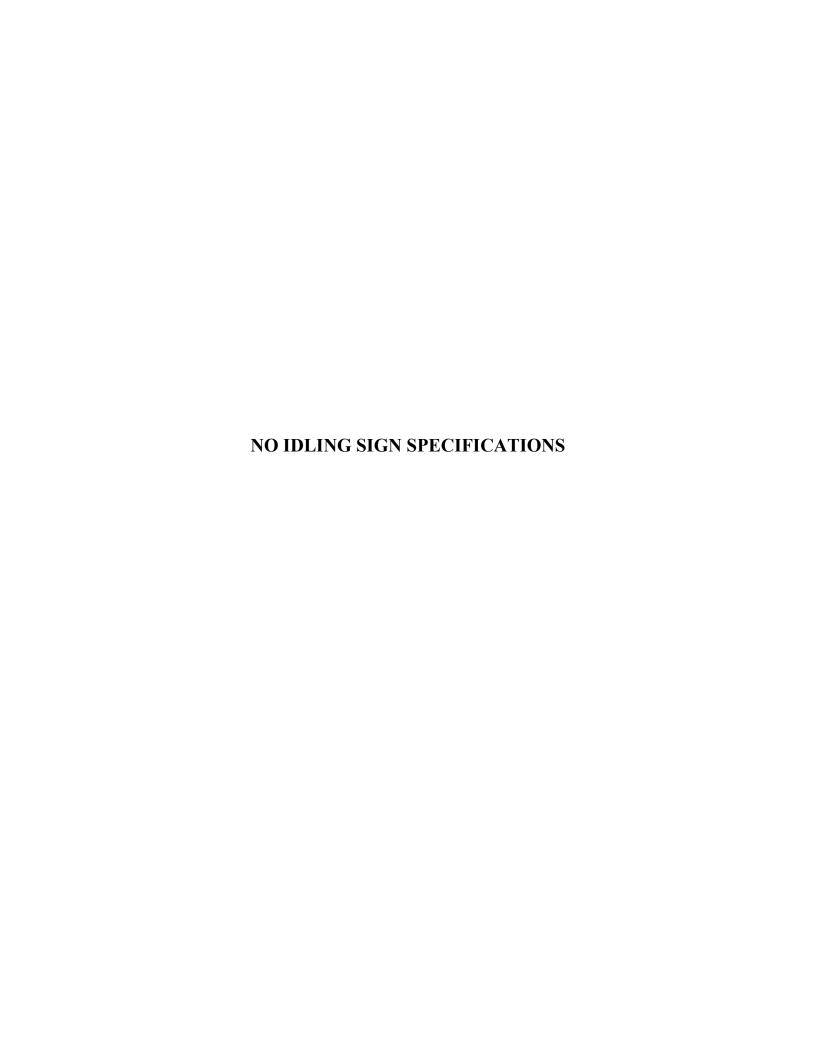
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:**State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

- of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF **CLOSURES** TO THE **DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's Permittee must notify representative. The Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION:
 The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must 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 must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least fortyeight (48) hours before, performing any excavation work within the State highway right-of-way.
- 38. COMPLIANCE WITH THE AMERICANS DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
 - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.



CUSTOMER:	A.RB	 Quote #:
Sales Order #:		
Due Date:		



SILKSCREEN Qty:

<u> </u>	IEEN				
SIGN	#	SIZE	HOLE SIZE	RADIUS SIZE	BORDER SIZE
1		18" X 24"		1.5	.5
BACKGROUN	D W	HITE (REF)			
LETTERING	BLA	CK			
BORDER	BLAC	SK .			
SLASH					
SYMBOL	BLACK/TW	O TRUCK			
LOGO	CIRC	LE & SLASH			

NOTES:		
	RED CIRCLE SLASH / DIECUT VINYL	

Figure 2B-24 (CA). Parking and Standing Signs and Plaques (R7 Series) (Sheet 3 of 3)













R37 (CA)

R38 (CA)

R38(S) (CA)

R38A (CA)

R39 (CA)

R39-1 (CA)













R76-1 (CA)

R39-2 (CA)

R39-3 (CA)

R74 (CA)

R75 (CA)

REQUIRED

NO EXCEPTIONS

R76 (CA) R77 (CA)















R78 (CA)

R79 (CA)

R80-1 (CA)

R99 (CA)

R99B (CA)

R99C (CA)

R7-8b















R100A (CA)

R100B (CA)

R107 (CA)

R108 (CA)

R109 (CA)

R112 (CA)

R113 (CA)



R113A (CA)



R114 (CA)



R114A (CA)





SR26 (CA) S



SR49 (CA)



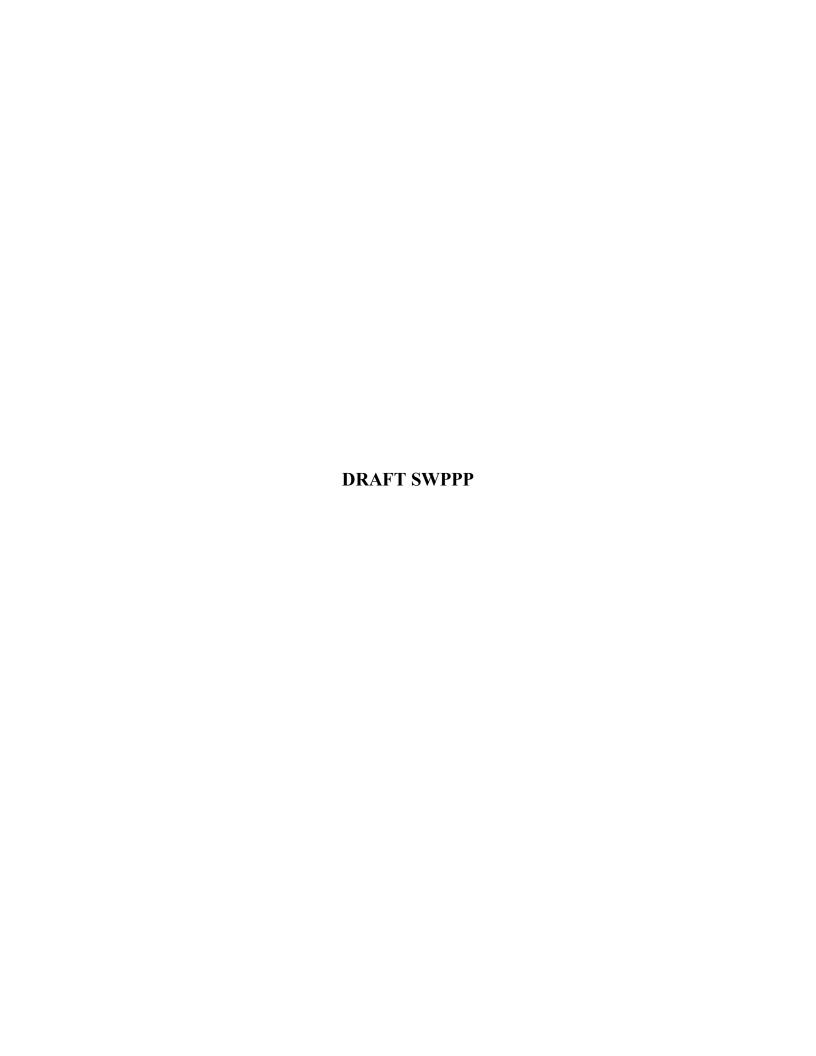
SR62 (CA)



SR63 (CA)

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADCOUNTY PROJECT NO. 6953CAPP





STORMWATER POLLUTION PREVENTION PLAN HEBER TOWNSITE IMPROVEMENTS

RISK LEVEL 2

WASTE DISCHARGE IDENTIFICATION NUMBER (WDID): TBD

Legally Responsible Person [LRP]:

Imperial County Public Works Engineering 155 S. 11th Street El Centro, CA 92243 John A. Gay, PE 442-265-1818

Project Address:

Heber Ave. and Fawcett Rd – Heber Ave. and 10th St. Heber, CA 92249

SWPPP Prepared by:

Kimley-Horn and Associates, Inc. 401 B St., Suite 600 San Diego, CA 92101 (619) 234-9411 Thomas Eagling

SWPPP Preparation Date 8/7/2023 Estimated Project Dates:

Start of Construction 12/23 Completion of Construction 6/24

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NOTE TO CONTRACTOR

The following sections are to be updated by the Contractor at the start of the project:

- 7.6.3 Provide QSP information
- 7.7.1.3 Provide QSP information
- 7.7.1.6 Provide testing laboratory information
- 7.7.2.3 Provide QSP information (Risk Level 2 or 3)
- 7.7.2.6 Provide information for field instruments (Risk Level 2 or 3)
- 7.7.4.3 Provide QSP information (Risk Level 2 or 3)
- 7.7.6 Provide QSP information
- 7.7.7.2 Provide testing laboratory information
- Appendix F Insert construction schedule
- Appendix G Insert MSDS for products identified in matrix that are used or stored onsite

1

- Appendix K Provide information related to SWPPP training provided onsite
- Appendix L Insert QSP certificate
- Appendix M Insert list of Contractor and Subcontractors employed at the Site

QUALIFIED SWPPP DEVELOPER

Approval and Certification of the Stormwater Pollution Prevention Plan

Project Name:	Heber Townsite Improvements	
Project Number/ID:	6953CAPP	
requirements of the California Construction	an and its appendices were prepared under my direction to meet the on General Permit (SWRCB Orders No. 2009-009-DWQ as amended 2-0006-DWQ). I certify that I am a Qualified SWPPP Developer in good	
QSD Signature	8/16/2023 Date	
Thomas Eagling	01313	
QSD Name	QSD Certificate Number	
PE, QSD	619-744-0156	
Title and Affiliation	Telephone Number	
Tom.Eagling@kimley-horn.co	om	
Email		

LEGALLY RESPONSIBLE PERSON

Approval and Certification of the Storm	water Pollution Prevention Plan
Project Name:	Heber Townsite Improvements
Project Number/ID:	6953CAPP
submit via SMARTS to the SWRCB	on (LRP) or Approved Signatory must electronically sign, certify, and for Notice of Intent, Changes of Information, Annual Reports, and the LRP or Approved Signatory is certifying:
supervision in accordance with a system the information submitted. Based on a persons directly responsible for gatheria submitted is, true, accurate, and comp	s document and all attachments were prepared under my direction or n designed to assure that qualified personnel properly gather and evaluate my inquiry of the person or persons who manage the system or those ng the information, to the best of my knowledge and belief, the information blete. I am aware that there are significant penalties for submitting false fine and imprisonment for knowing violations."
The LRP (and Approved Signatory, if	applicable) for this project are:
	John A. Gay, PE
	Legally Responsible Person
	Approved Signatory

AMENDMENT LOG

Project Name:	Heber I ownsite Improvements

Project Number/ID: 6953CAPP

Amendment No.	Date	Brief Description of Amendment, include section and page number	Prepared and Approved By
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#
			Name:
			QSD#

SECTION 1 SWPPP REQUIREMENTS

1.1 INTRODUCTION

This Stormwater Pollution Prevention Plan (SWPPP) is grandfathered into and designed to comply with California's *General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (General Permit) Order No. 2009-0009-DWQ (as amended by 2010-0014-DWQ and 2012-006-DWQ)* (NPDES No. CAS000002) issued by the State Water Resources Control Board (State Water Board) Appendix A. This SWPPP has been prepared following the SWPPP Template provided on the California Stormwater Quality Association Stormwater *Best Management Practice Handbook: Construction* (CASQA 2019). In accordance with the General Permit, Section XIV, this SWPPP is designed to address the following:

- Pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and other activities associated with construction activity are controlled;
- Where not otherwise required to be under a Regional Water Quality Control Board (Regional Water Board) permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated;
- 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 Control Technology (BAT/BCT) standard;
- Calculations and design details, as well as BMP controls, are complete and correct.

The Heber Townsite Improvements comprises approximately 4.73 acres of street widening and sidewalk improvements. The project is in the City of Heber within Imperial County, and its boundaries are Fawcett Rd. in the South, Heber Ave. to the West, Heffernan Rd. to the East, and E. Heber Rd to the North. Heber Elementary and existing residential properties, which is located within these boundaries, is not a part. It begins at Fawcett Rd. and proceeds north on Heber Ave. and Heffernan Rd. until 14th St., resumes at 11th St., and continues north until it stops south of E. Heber Rd. The project's location is shown on the Site Map in Appendix B.

1.2 PERMIT REGISTRATION DOCUMENTS

Required Permit Registration Documents (PRDs) shall be submitted to the State Water Board via the Stormwater Multi Application and Report Tracking System (SMARTS) by the Legally Responsible Person (LRP) or authorized personnel (i.e., Approved Signatory) under the direction of the LRP. The project-specific PRDs include:

- 1. Notice of Intent (NOI);
- 2. Risk Assessment (Construction Site Sediment and Receiving Water Risk Determination);
- 3. Site Map;
- Annual Fee:
- Signed Certification Statement (LRP Certification is provided electronically with SMARTS PRD submittal); and
- 6. SWPPP; and
- 7. Post-construction water balance calculation

Site Maps can be found in Appendix B. A copy of the submitted PRDs shall also be kept in Appendix C along with the Waste Discharge Identification (WDID) confirmation.

1.3 SWPPP AVAILABILITY AND IMPLEMENTATION

The discharger shall make the SWPPP available at the construction site during working hours (see Section 7.5 of CSMP for working hours) while construction is occurring and shall be made available upon request by a State or Municipal 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 request by radio/telephone. (CGP Section XIV.C)

The SWPPP shall be implemented prior to the start of ground disturbing activities.

1.4 SWPPP AMENDMENTS

The SWPPP should be revised when:

- If there is a General Permit violation.
- There is a reduction or increase in total disturbed acreage (General Permit Section II Part C).
- BMPs do not meet the objectives of reducing or eliminating pollutants in stormwater discharges.

Additionally, the SWPPP shall be amended when:

- There is a change in construction or operations which may affect the discharge of pollutants to surface waters, groundwater(s), or a municipal separate storm sewer system (MS4);
- There is a change in the project duration that changes the project's risk level; or
- When deemed necessary by the QSD. The QSD has determined that the changes listed in Table 1.1 can be field determined by the QSP. All other changes shall be made by the QSD as formal amendments to the SWPPP.

The following items shall be included in each amendment:

- · Who requested the amendment;
- The location of proposed change;
- The reason for change;
- The original BMP proposed, if any; and
- The new BMP proposed.

Amendment shall be logged at the front of the SWPPP and certification kept in Appendix D. The SWPPP text shall be revised replaced and/or hand annotated as necessary to properly convey the amendment. SWPPP amendments must be made by a QSD. The following changes have been designated by the QSD as "to be field determined" and constitute minor changes that the QSP may implement based on field conditions.

Table 1.1 List of Changes to be Field Determined	
Candidate changes for field location or determination by QSP (1)	Check changes that can be field located or field determined by QSP
Increase quantity of an Erosion or Sediment Control Measure	X
Relocate/add stockpiles or stored materials	X
Relocate or add toilets	X
Relocate vehicle storage and/or fueling locations	X
Relocate areas for waste storage	X
Relocate water storage and/or water transfer location	X
Changes to access points (entrance/exits)	X
Change type of Erosion or Sediment Control Measure	X
Changes to location of erosion or sediment control	X
Minor changes to schedule or phases	X
Changes in construction materials	X
(1) Any field changes not identified for field location or field determination to QSD	by QSP must be approved by

1.5 RETENTION OF RECORDS

Paper or electronic records of documents required by this SWPPP shall be retained for a minimum of three years from the date generated or date submitted, whichever is later, for the following items:

- SWPPP document including site maps
- Inspection Records

These records shall be available at the Site until construction is complete. Records assisting in the determination of compliance with the General Permit shall be made available within a reasonable time to the Regional Water Board, State Water Board, or U.S. Environmental Protection Agency (EPA) upon request. Requests by the Regional Water Board for retention of records for a period longer than three years shall be adhered to.

1.6 REQUIRED NON-COMPLIANCE REPORTING

If a General Permit discharge violation occurs, the QSP shall immediately notify the LRP. The LRP shall include information on the violation with the Annual Report. Corrective measures will be implemented immediately following identification of the discharge or written notice of non-compliance from the Regional Water Board. Discharges and corrective actions must be documented and include the following items:

- The date, time, location, nature of operation and type of unauthorized discharge.
- The cause or nature of the notice or order.
- The BMPs deployed before the discharge event, or prior to receiving notice or order.
- The date of deployment and type of BMPs deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

Reporting requirements for NALs exceedances are discussed in Section 7.7.2.7.

1.7 ANNUAL REPORT

The General Permit requires that permittees prepare, certify, and electronically submit an Annual Report no later than September 1 of each year. Reporting requirements are identified in Section XVI of the General Permit. Annual reports will be filed in SMARTS and in accordance with information required by the online forms.

1.8 CHANGES TO PERMIT COVERAGE

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when: a portion of the project is complete and/or conditions for termination of coverage have been met (see Section 1.9); when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit-covered acreage is to be sought. The SWPPP shall be modified appropriately and shall be logged at the front of the SWPPP and certification of SWPPP amendments are to be kept in Appendix D. Updated PRDs submitted electronically via SMARTS can be found in Appendix E.

1.9 NOTICE OF TERMINATION

A Notice of Termination (NOT) must be submitted electronically by the LRP via SMARTS to terminate coverage under the General Permit. According to the requirements of Section II.D.1 of the General Permit, the following method will be used to satisfy final cover requirements:

Final stabilization will be achieved through pavement/hardscape, and soil compaction.

The NOT must include a final Site Map and representative photographs of the project site that demonstrate final stabilization has been achieved. The NOT shall be submitted within 90 days of construction completion. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D, have been met.

SECTION 2 PROJECT INFORMATION

2.1 PROJECT AND SITE DESCRIPTION

2.1.1 SITE DESCRIPTION

The Heber Townsite Improvements comprises approximately 4.73 acres of street widening and sidewalk improvements. The project is in the City of Heber within Imperial County, and its boundaries are Fawcett Rd. in the South, Heber Ave. to the West, Heffernan Rd. to the East, and E. Heber Rd to the North. It begins at Fawcett Rd. and proceeds north on Heber Ave. and Heffernan Rd. until 14th St., resumes at 11th St., and continues north until it stops south of E. Heber Rd. The project's location is shown on the Site Map in Appendix B.

2.1.2 EXISTING CONDITIONS

As of the initial date of this SWPPP, the project site is developed and consists of narrow paved roadways, pedestrian access and vehicle parking in dirt areas adjacent to paved roadways, and minimal landscaping. It is surrounded by residential areas and farmland, with some commercial land to the west, and a school located between 14th St. and 11th St. on Heber Ave. There are no known historic sources of contamination at the site.

2.1.3 EXISTING DRAINAGE

The project site is relatively level, sloping gently to the northwest. The elevation of the project site ranges from six to twelve feet below mean sea level (msl). In the existing condition, the site consists of mostly asphalt roads with dirt paths directly adjacent. Heber Ave has sidewalk and curb and gutter that carries stormwater to the north. The stormwater is conveyed via overland flow to curb inlets connected to the Imperial Irrigation District drainage system; stormwater from the Imperial Irrigation District drainage system discharges into the Alamo River, which eventually discharges to the Salton Sea.

9

Water quality impairments on the 2020-2022 Clean Water Act (CWA) 303(d)-list are:

Alamo River

- Ammonia
- Chlordane
- Chloride
- Chlorpyrifos
- Cyhalothrin, Lambda
- Cypermethrin
- DDD (Dichlorodiphenyldichloroethane)
- DDE (Dichlorodiphenyldichloroethylene)
- DDT (Dichlorodiphenyltrichloroethane)
- Diazinon
- Dieldrin

- Enterococcus
- Escherichia coli (E. coli)
- Malathion
- PCBs (Polychlorinated biphenyls)
- Pyrethroids
- Sedimentation/Siltation
- Selenium
- Toxaphene
- Toxicity

All-American Canal

- Chlordane
- DDT (Dichlorodiphenyltrichloroethane)
- PCBs (Polychlorinated biphenyls)

Imperial Valley Drains

- Ammonia
- Chlordane
- Chlorpyrifos
- DDE (Dichlorodiphenyldichloroethylene)
- DDT (Dichlorodiphenyltrichloroethane)
- Dieldrin
- Disulfoton
- Imidacloprid
- PCBs (Polychlorinated biphenyls)
- Sedimentation/Siltation
- Selenium
- Toxaphene
- Toxicity

Salton Sea

- Ammonia
- Arsenic
- Chloride
- Chlorpyrifos

- DDE (Dichlorodiphenyldichloroethylene)
- DDT (Dichlorodiphenyltrichloroethane)
- Enterococcus
- Low Dissolved Oxygen
- Nutrients
- Salinity
- Toxicity

2.1.4 GEOLOGY AND GROUNDWATER

The condition and type of soil are major factors affecting infiltration and runoff. The Natural Resources Conservation Service (NRCS) has classified soils into four general categories for comparing infiltration and runoff rates. The categories are based on properties that influence runoff, such as water infiltration rate, texture, natural discharge, and moisture condition. The runoff potential is based on the amount storm water runoff at the end of a long duration storm that occurs after the soil is saturated. According to the USDA Web Soil Survey, accessed August 8, 2023, soils underlying the site are likely within Hydrologic Soil Group C. Group C soils tend to have a slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture.

A Geotechnical Engineering Report dated October 6, 2021, was prepared by Landmark Consultants, Inc. Two test borings to depths of 5 feet below existing ground surface (bgs) were performed. Groundwater was not encountered in the borings. The subsurface soils below the aggregate base consisted of clays (CH).

2.1.5 PROJECT DESCRIPTION

The project proposes approximately 4.73 acres of improvements including pavement resurfacing, sidewalks, curb ramps, and driveways on the following roads in the City of Heber in Imperial County, CA: Heber Ave., Heffernan Rd., Fawcett Rd., 14th St., 11th St., 10th St., and 9th St..

2.1.6 DEVELOPED CONDITION

Post-construction surface drainage will be directed to the north as surface flow through stormwater conveyance systems and/or sheet flow and will discharge to the Imperial Irrigation District Surface drain system, which discharges to the Alamo River and, ultimately, to the Salton Sea.

Post-construction drainage patterns and conveyance systems are presented on the Water Pollution Prevention Plan in Appendix B.

Table 2.1 Construction Site Estimates		
Construction site area	<u>4.73</u>	acres
Percent impervious before construction	<u>36</u>	%

Runoff coefficient before construction	0.78	
Percent impervious after construction	<u>95</u>	%
Runoff coefficient after construction	0.89	

2.2 PERMITS AND GOVERNING DOCUMENTS

In addition to the General Permit, the following documents have been taken into account while preparing this SWPPP:

- Regional Water Board requirements
- Basin Plan requirements
- Contract Documents

2.3 STORMWATER RUN-ON FROM OFFSITE AREAS

Run-on to the site is generated by upgradient non-point source discharges (dry weather and stormwater runoff).

The General Permit requires that temporary BMPs be implemented to direct offsite run-on away from disturbed areas through the use of runoff controls. The following BMPs will be implemented: sandbag barriers and fiber rolls. The BMPs locations and the off-site drainage areas and associated stormwater conveyance facilities or BMPs are shown in the Water Pollution Prevention Plan in Appendix B.

2.4 FINDINGS OF THE CONSTRUCTION SITE SEDIMENT AND RECEIVING WATER RISK DETERMINATION

A construction site risk assessment has been performed for the project and the resultant risk level is Risk Level 2.

The risk level was determined through the use of the R-value (determined from EPA's Rainfall Erosivity Factor Calculator for Small Construction Sites at: https://www.epa.gov/npdes/rainfall-erosivity-factor-calculator-small-constructionsites.and K and LS determined by the Caltrans Water Quality Planning Tool at: http://svctenvims.dot.ca.gov/wqpt/wqpt.aspx. The risk level is based on project duration, location, proximity to impaired receiving waters, and soil conditions. A copy of the Risk Level determination submitted on SMARTS with the PRDs is included in Appendix C.

Table 2.2 and Table 2.3 summarize the sediment and receiving water risk factors and document the sources of information used to derive the factors.

Table 2.2	Summa	ary of Sediment Risk	
RUSLE Factor	Value	Method for establishing value	
R	4.37	EPA Online Calculator	
K	0.43	Caltrans Water Quality Planning Tool	
LS	0.68	Caltrans Water Quality Planning Tool	
Total Pred	icted Sedim	ent Loss (tons/acre)	1.28

Overall Sediment Risk Low Sediment Risk < 15 tons/ acre Medium Sediment Risk >= 15 and < 75 tons/acre	□ Low □ Medium □ High
High Sediment Risk >= 75 tons/acre	

Runoff from the project site discharges into existing surface drains.

Table 2.3 Summary of Receiving Water Risk						
Receiving Water Name	303(d) Listed for Sediment Related Pollutant ⁽¹⁾	TMDL for Sediment Related Pollutant (1)	Beneficial Uses of COLD, SPAWN, and MIGRATORY (1)			
Alamo River	⊠ Yes □ No	☐ Yes ☐ No	☐ Yes ⊠ No			
All-American Canal	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ⊠ No			
Imperial Valley Drains	⊠ Yes □ No	⊠ Yes □ No	☐ Yes ⊠ No			
Salton Sea	☐ Yes ⊠ No	☐ Yes ☐ No	☐ Yes ⊠ No			
Overall Receiving Water Risk Low High						
(1) If yes is selected for any option the Receiving Water Risk is High						

Risk Level 2

Risk Level 2 sites are subject to both the narrative effluent limitations and numeric effluent standards. The narrative effluent limitations require stormwater discharges associated with construction activity to minimize or prevent pollutants in stormwater and authorized non-stormwater through the use of controls, structures and best management practices. Discharges from Risk Level 2 site are subject to NALs for pH and turbidity shown in Table 2-4. This SWPPP has been prepared to address Risk Level 2 requirements (General Permit Attachment D).

Table 2.4 Numeric Action Levels					
Parameter	Unit	Numeric Action Level Daily Average			
рН	pH units	Lower NAL = 6.5 Upper NAL = 8.5			
Turbidity	NTU	250 NTU			

2.5 CONSTRUCTION SCHEDULE

The site sediment risk was determined based on construction taking place between December 2023 and June 2024. Modification or extension of the schedule (start and end dates) may affect risk determination and permit requirements. The LRP shall contact the QSD if the schedule changes during construction to address potential impact to the SWPPP. The estimated schedule for planned work can be found in Appendix F.

2.6 POTENTIAL CONSTRUCTION ACTIVITY AND POLLUTANT SOURCES

Appendix G includes a list of construction activities and associated materials that are anticipated to be used onsite. These activities and associated materials will or could potentially contribute pollutants, other than sediment, to stormwater runoff.

The anticipated activities and associated pollutants were used in Section 3 to select the Best Management Practices for the project. Locations of anticipated pollutants and associated BMPs are shown on the Site Map in Appendix B.

For sampling requirements for non-visible pollutants associated with construction activity, please refer to Section 7.7.1. For a full and complete list of onsite pollutants, refer to the Safety Data Sheets (SDS), which are retained onsite at the construction trailer.

2.7 IDENTIFICATION OF NON-STORMWATER DISCHARGES

Non-stormwater discharges consist of discharges which do not originate from precipitation events. The General Permit provides allowances for specified non-stormwater discharges that do not cause erosion or carry other pollutants.

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit and listed in the SWPPP, or authorized under a separate NPDES permit, are prohibited.

Non-stormwater discharges that are authorized from this project site include the following:

Non-Chlorinated potable water sources such as: fire hydrant flushing, irrigation of vegetative
erosion control measures, pipe flushing and testing, water to control dust and other discharges not
subject to a separate general NPDES permit adopted by the region.

Non-stormwater discharges must meet the following conditions to be authorized:

- Discharge does not cause or contribute to a water quality standard violation;
- Discharge does not violate other provision of the General Permit;
- Discharge is not prohibited by the applicable Basin Plan;

- The SWPPP includes appropriate BMPs to be implemented to prevent or reduce contact of the nonstormwater discharge with construction materials or equipment;
- The discharge does not contain toxic pollutants in toxic amounts or other significant quantities of pollutants;
- The discharge meets applicable NELs and NALs; and
- The discharger samples and reports the sampling information in the annual report.

These authorized non-stormwater discharges will be managed with the stormwater and non-stormwater BMPs described in Section 3 of this SWPPP and will be minimized by the QSP.

Activities at this site that may result in unauthorized non-stormwater discharges include:

- Vehicle and equipment cleaning, fueling and maintenance operations;
- Vehicle and equipment wash water, including concrete washout water;
- Slurries from concrete cutting and coring operations, PCC grinding or AC grinding operations;
- Slurries from concrete or mortar mixing operations;
- Slurries from drilling or boring operations;
- Blast residue from high-pressure washing of structures or surfaces;
- Wash water from cleaning painting equipment;
- Runoff from dust control applications of water or dust palliatives;
- Sanitary and septic wastes; and
- Chemical leaks and/or spills of any kind including but not limited to petroleum, paints, cure compounds, etc. Steps will be taken, including the implementation of appropriate BMPs, to ensure that unauthorized discharges are eliminated, controlled, disposed, or treated on-site.

Steps will be taken, including the implementation of appropriate BMPs, to ensure that unauthorized discharges are eliminated, controlled, disposed, or treated on-site.

Discharges of construction materials and wastes, such as fuel or paint, resulting from dumping, spills, or direct contact with rainwater or stormwater runoff, are also prohibited.

2.8 REQUIRED SITE MAP INFORMATION

The construction project's Site Map(s) showing the project location, surface water boundaries, geographic features, construction site perimeter and general topography and other requirements identified in Attachment B of the General Permit is located in Appendix B. Table 2.5 identifies Map or Sheet Nos. where required elements are illustrated.

Table 2.5 Required Map Information					
Included on Map/Plan Sheet No. (1)	Required Element				
VM	The project's surrounding area (vicinity)				
Site Map	Project Key Map				

WPCP	Site layout
WPCP	Construction site boundaries
Site Map	Discharge locations
Site Map	Sampling locations
WPCP	Areas of soil disturbance (temporary or permanent)
WPCP	Active areas of soil disturbance (cut or fill)
WPCP	Locations of runoff BMPs
WPCP	Locations of erosion control BMPs
WPCP	Locations of sediment control BMPs
N/A	ATS location (if applicable)
N/A	Locations of sensitive habitats, watercourses, or other features which are not to be disturbed
N/A	Locations of all post-construction BMPs
Site Map	Waste storage areas
Site Map	Vehicle storage areas
Site Map	Material storage areas
Site Map	Entrance and Exits
Site Map	Fueling Locations

Notes: (1) Indicates maps or drawings that information is included on (e.g., Vicinity Map, Site Map, Drainage Plans, Grading Plans, Progress Maps, etc.)

SECTION 3 BEST MANAGEMENT PRACTICES

3.1 SCHEDULE FOR BMP IMPLEMENTATION

Table 3.1	BMP Implementation Schedule		
	ВМР	Implementation	Duration
ion Io	EC-1, Scheduling	Prior to Construction	Entirety of Project
Erosion	EC-2, Preservation of Existing Vegetation	As Needed	As Needed
nent	SE-5, Install Fiber Rolls	Prior to Construction	Entirety of Project
Sediment Control	SE-8, Install Sandbags	Prior to Construction	Entirety of Project

3.2 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls are required by the General Permit to provide effective reduction or elimination of sediment related pollutants in stormwater discharges and authorized non-stormwater discharges from the Site. Applicable BMPs are identified in this section for erosion control, sediment control, tracking control, and wind erosion control.

3.2.1 EROSION CONTROL

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles.

This construction project will implement the following practices to provide effective temporary and final erosion control during construction:

- 1. Preserve existing vegetation where required and when feasible.
- 2. The area of soil disturbing operations shall be controlled such that the Contractor is able to implement erosion control BMPs quickly and effectively.
- 3. Stabilize non-active areas within 14 days of cessation of construction activities or sooner if stipulated by local requirements.
- 4. Control erosion in concentrated flow paths by applying erosion control blankets, check dams, erosion control seeding, or alternate methods.
- 5. Prior to the completion of construction, apply permanent erosion control to remaining disturbed soil areas.

Sufficient erosion control materials shall be maintained onsite to allow implementation in conformance with this SWPPP.

The following erosion control BMP selection table, Table 3.2 indicates the BMPs that shall be implemented to control erosion on the construction site. Fact Sheets for temporary erosion control BMPs are provided in Appendix H.

These temporary erosion control BMPs shall be implemented in conformance with the following guidelines and as outlined in the BMP Factsheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Table 3	2.2 Erosion Control BMP	S			
CASQ A Fact	BMP Name	Considered for the	BN	IP Used	If not used, state reason and alternate BMP, if applicable
Sheet		Project (1)	YES	NO	— аррисарі с
EC-1	Scheduling	✓	✓		
EC-2	Preservation of Existing Vegetation	✓	✓		
EC-3	Hydraulic Mulch	√ (2)		✓	
EC-4	Hydroseed	√ (2)		✓	
EC-5	Soil Binders	√ (2)		✓	Pavement and compact native material will be used
EC-6	Straw Mulch	√ (2)		✓	for stabilization on entirety of the site.
EC-7	Geotextiles and Mats	√ (2)		✓	
EC-8	Wood Mulching	√ (2)		✓	
EC-9	Earth Dike and Drainage Swales	√ (3)		✓	No swales are proposed for this project.
EC-10	Velocity Dissipation Devices	√ (3)		✓	No outfalls on site.
EC-11	Slope Drains	√ (3)		✓	No slopes on site.
EC-12	Stream Bank Stabilization			✓	No streams on site.
EC-14	Compost Blankets	√ (2)		✓	Pavement and landscaping will be used as stabilization on entirety of site.
EC-15	Soil Preparation-Roughening			✓	Pavement and landscaping will be used as stabilization on entirety of site.
EC-16	Non-Vegetated Stabilization	√ (2)		✓	Pavement and landscaping will be used as stabilization on entirety of site.
WE-1	Wind Erosion Control	✓		✓	Low winds on site

⁽¹⁾ The General Permit's Fact Sheet Section II.J.1.c through II.J.1.g describes various BMPs that should be considered for use on the construction site.

⁽²⁾ The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements.

⁽³⁾ All run-on and runoff from the construction site shall be managed for LUP Types 2 and 3 and LUP Type 1 if the evaluation of quantity and quality of run-on and runoff deems them necessary or visual inspections show that the site requires these controls. Run-on from offsite shall be directed away from all disturbed areas, diversion of offsite flows may require design/analysis by a licensed civil engineer and/or additional environmental permitting.

3.2.2 SEDIMENT CONTROLS

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

The following sediment control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary sediment control BMPs are provided in Appendix H.

These temporary sediment control BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Sandbag Barriers

Sandbag barriers will be placed strategically along the gutter line to trap sediment from stormwater runoff. See the Water Pollution Prevention Plan in Appendix B for detailed locations.

Fiber Roll

Fiber rolls will be installed along the perimeter of the improvement sites for stabilization and sediment control. See the Water Pollution Prevention Plan in Appendix B for detailed locations.

Street Sweeping

Street sweeping will be performed as needed, prior to a forecasted rain event, and at the end of each work week to remove sediment from the paved areas. See the Water Pollution Prevention Plan in Appendix B for detailed locations.

Table 3.3	Temporary Sediment Control BM	Ps			
CASQA	BMP Name	Considered	ВМР	used	If not used, state reason and alternate BMP, if
Fact Sheet		for the Project ⁽¹⁾	YES	NO	applicable
SE-1	Silt Fence	√ (2) (3)		✓	
SE-2	Sediment Basin			✓	Fiber rolls will be used for parimeter central
SE-3	Sediment Trap			✓	Fiber rolls will be used for perimeter control
SE-4	Check Dams			✓	
SE-5	Fiber Rolls	√ (2)(3)	✓		
SE-6	Gravel Bag Berm	√ (3)		✓	Fiber rolls will be used for perimeter control
SE-7	Street Sweeping	✓	✓		
SE-8	Sandbag Barrier		✓		
SE-9	Straw Bale Barrier			✓	Fiber relle will be used for porimeter central
SE-10	Storm Drain Inlet Protection	✓ RL2&3		✓	Fiber rolls will be used for perimeter control
SE-11	ATS			✓	ATS not required
SE-12	Manufactured Linear Sediment Controls			✓	
SE-13	Compost Sock and Berm	√ (3)		✓	Berms are not proposed
SE-14	Biofilter Bags	√ (3)		✓	Biofilter bags are not required
TC-1	Stabilized Construction Entrance and Exit	✓		√	Site does not have designated entrance/exit. Street sweeping will be performed to control sediment tracked onto pavement
TC-2	Stabilized Construction Roadway			✓	Site size insufficient for construction roadway
TC-3	Entrance Outlet Tire Wash			✓	Tire wash not proposed

⁽¹⁾ The General Permit's Fact Sheet Section II.J.1.c through II.J.1.g describes various BMPs that should be considered for use on the construction site.

⁽²⁾ The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements.

⁽³⁾ All run-on and runoff from the construction site shall be managed. Risk Level 2 &3 shall provide linear sediment control along toe of slope, face of slope, and at the grade breaks of exposed slope.

3.3 NON-STORMWATER CONTROLS AND WASTE AND MATERIALS MANAGEMENT

BMP Requirements	Applicable to Project?	CGP Page#	Associated CASQA BMPs	BMP selected for SWPPP		
BMP Requirements for Waste Management (Attachment C, D and E part B.2)						
Prevent disposal of rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.	Y	Page 2, Att. C, D & E	NS-1, NS-3, NS-8, NS-12, NS-13	NS-1, NS-3, NS- 8, NS-12, NS-13		
Ensure the containment of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants to the stormwater drainage system or receiving water.	Y	Page 2, Att. C, D & E	WM-9	WM-9		
Clean or replace sanitation facilities and inspecting them regularly for leaks and spills.	Y	Page 2, Att. C, D & E	WM-9	WM-9		
Cover waste disposal containers at the end of every business day and during a rain event.	Y	Page 2, Att. C, D & E	WM-1 , WM-2, WM-4 , WM-5, WM-6, WM-7, WM-10	WM-1 , WM-2, WM-4 , WM-5, WM-6, WM-7, WM-10		
Prevent discharges from waste disposal containers to the stormwater drainage system or receiving water.	Y	Page 2, Att. C, D & E	WM-1, WM-2, WM-4, WM-5, WM-6, WM-7, WM-9, WM-10	WM-1, WM-2, WM-4, WM-5, WM-6, WM-7, WM-9, WM-10		
Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.	Y	Page 2, Att. C, D & E	WM-3	WM-3		
Implement procedures that effectively address hazardous and non-hazardous spills.	Y	Page 2, Att. C, D & E	WM-4	WM-4		
Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. The SWPPP shall require that: Equipment and materials for cleanup of spills shall be available onsite and that spills and leaks shall be cleaned up immediately and disposed of properly; and appropriate spill response personnel are assigned and trained.	Y	Page 2, Att. C, D & E	WM-4	WM-4		

BMP Requirements	Applicable to Project?	CGP Page#	Associated CASQA BMPs	BMP selected for SWPPP
Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.	Y	Page 3, Att. C, D & E	WM-8	WM-8
BMP Requirements for Construction Material (Attachment C, D, and E	part B.1)			
Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced.	Y	Page 1, Att. C, D & E		WM-2
Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.).	Y	Page 1, Att. C, D & E	WM-3	WM-3
Store chemicals in watertight containers (with appropriate secondary containment to prevent spillage or leakage) or in a storage shed (completely enclosed).	Y	Page 2, Att. C, D & E	WM-1, WM-2, WM-4, WM-6	WM-1, WM-2, WM-4, WM-6
Minimize exposure of construction materials to precipitation.	Y	Page 2, Att. C, D & E	WM-1, WM-2, WM-4, WM-5, WM-6, WM-7, WM-10	WM-1, WM-2, WM-4, WM-5, WM-6, WM-7, WM-10
Implement BMPs to prevent the off-site tracking of loose construction and landscape materials.	Y	Page 2, Att. C, D & E	TC-1, TC-2, TC-3	TC-1, TC-3
BMP Requirements for Vehicle Storage and Maintenance (Attachment	C, D and E, par	t B.3)		
Prevent oil, grease, or fuel from leaking into the ground, storm drains or surface waters.	Y	Page 3, Att. C, D & E	NS-9, NS-10	NS-9, NS-10
Place equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.	Y	Page 2, Att. C, D & E	WM-2, WM-4, NS- 9, NS-10	WM-2, WM-4, NS- 9, NS-10
Clean leaks immediately and disposing of leaked materials properly.	Y	Page 2, Att. C, D & E	WM-4	WM-4

BMP Requirements	Applicable to Project?	CGP Page#	Associated CASQA BMPs	BMP selected for SWPPP
BMP Requirements to Control Non-Stormwater Discharges (Attachme	ent C, D and E p	part C)		
Implement measures to control non-stormwater discharges during construction.	Y	Page 4, Att. C, D & E	NS-3, NS-8, NS-9, NS-10, NS-12, NS-13, TC-1, TC- 2,TC-3	NS-3, NS-8, NS-9, NS-10, NS-12, NS-13, TC-1, TC-
Wash vehicles in such a manner as to prevent non-stormwater discharges to surface waters or MS4 drainage systems.	Y	Page 4, Att. C, D & E	NS-8	NS-8
Clean streets in such a manner as to prevent non-stormwater discharges from reaching surface water or MS4 drainage systems.	Y	Page 4, Att. C, D & E	TC-1, TC-2, TC-3, SE-7	TC-1, TC-2, TC-3, SE-7

3.3.1 NON-STORMWATER CONTROLS

Non-stormwater discharges into storm drainage systems or waterways which are not authorized under the General Permit are prohibited. Non-stormwater discharges for which a separate NPDES permit is required by the local Regional Water Board are prohibited unless coverage under the separate NPDES permit has been obtained for the discharge. The selection of non-stormwater BMPs is based on the list of construction activities with a potential for non-stormwater discharges identified in Section 2.7 of this SWPPP.

The following non-stormwater control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary non-stormwater control BMPs are provided in Appendix H.

Non-stormwater BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

NS-1, Water Conservation Practices

Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and the transport of pollutants offsite. Water conservation is suitable for all construction sites where water is used, including piped water, metered water, trucked water, and water from a reservoir.

NS-3, Paving and Grinding Operations

Paving and grinding operations shall be carried out in such a manner that prevents materials from being discharged off-site. If possible, paving, digging, or grinding should not occur during rainy periods. Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine, should not be allowed to flow across the pavement, and should not be left on the surface of the pavement. Paving activities or painting and striping activities shall not take place when the 5-day rain forecast exceeds 50%.

NS-6, Illicit Connection Discharge

The Contractor shall enact procedures and practices designed to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents.

NS-7, Potable Water - Irrigation

Potable Water/Irrigation consists of practices and procedures to manage the discharge of potential pollutants generated during discharges from irrigation water lines, landscape irrigation, lawn or garden watering, planned and unplanned discharges from potable water sources, water line flushing, and hydrant flushing. This BMP should be implemented whenever potable water or irrigation water discharges occur at or enter a construction site.

NS-8, Vehicle and Equipment Cleaning

Vehicle and equipment cleaning procedures and practices eliminate or reduce the discharge of pollutants to storm water from vehicle and equipment cleaning operations. The best option would be to perform cleanings at an offsite facility. If this option is not available then work should be performed in designated areas only. Procedures and practices include but are not limited to: using offsite facilities; washing in designated, contained areas only; eliminating discharges to the storm drain by infiltrating the wash water;

and training employees and subcontractors in proper cleaning procedures. Dischargers shall wash vehicles in such a manner as to prevent non-storm water discharges to surface waters or MS4 drainage systems.

NS-9, Vehicle and Equipment Fueling

Vehicle equipment fueling procedures and practices are designed to prevent fuel spills and leaks, and reduce or eliminate contamination of storm water. This can be accomplished by using offsite facilities, fueling in designated areas only, enclosing or covering stored fuel, implementing spill controls, and training employees and subcontractors in proper fueling procedures. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.

NS-10, Vehicle and Equipment Maintenance

Prevent or reduce the contamination of stormwater resulting from vehicle and equipment maintenance by running a "dry and clean site". The best option would be to perform maintenance activities at an offsite facility. If this option is not available then work should be performed in designated areas only, while providing cover for materials stored outside, checking for leaks and spills, and containing and cleaning up spills immediately. Employees and subcontractors must be trained in proper procedures. Prevent oil, grease, or fuel to leak in to the ground, storm drains or surface waters. Clean leaks immediately and dispose of leaked materials properly.

NS-12, Concrete Curing

Concrete curing is used in the construction of certain structures on-site. Concrete curing includes the uses of both chemical and water methods. Discharges of stormwater and non-stormwater exposed to concrete during curing may have a high pH and may contain chemicals, metals, and fines. Proper procedures reduce or eliminate the contamination of stormwater runoff during concrete curing.

NS-13, Concrete Finishing

Concrete finishing methods include sand blasting, shot blasting, grinding, or high-pressure water blasting. Stormwater and non-stormwater exposed to concrete finishing by-products may have a high pH and may contain chemicals, metals, and fines. Proper procedures and implementation of appropriate BMPs can minimize the impact that concrete-finishing methods may have on stormwater and non-stormwater discharges.

Table 3.4	Temporary Non-Stormwater BMPs				
CASQA Fact	Considered for BMP used		used	If not used, state reason and alternate	
Sheet	BMP Name	the Project (1)	NO	BMP, if applicable	
NS-1	Water Conservation Practices	✓	✓		
NS-2	Dewatering Operation	✓	✓		
NS-3	Paving and Grinding Operation	✓	✓		
NS-4	Temporary Stream Crossing			✓	Not Applicable
NS-5	Clear Water Diversion			✓	Not Applicable
NS-6	Illicit Connection/Discharge	✓	✓		
NS-7	Potable Water/Irrigation	✓	✓		
NS-8	Vehicle and Equipment Cleaning	✓	✓		
NS-9	Vehicle and Equipment Fueling	✓	✓		
NS-10	Vehicle and Equipment Maintenance	✓	✓		
NS-11	Pile Driving Operation			✓	Not Applicable
NS-12	Concrete Curing	✓	✓		
NS-13	Concrete Finishing	✓	✓		
NS-14	Material and Equipment Use Over Water			✓	Not Applicable
NS-15	Demolition Removal Adjacent to Water			✓	Not Applicable
NS-16	Temporary Batch Plants			✓	Not Applicable

⁽¹⁾ The General Permit's Fact Sheet Section II.J.1.c through II.J.1.g describes various BMPs that should be considered for use on the construction site.

3.3.2 MATERIALS MANAGEMENT AND WASTE MANAGEMENT

Materials management control practices consist of implementing procedural and structural BMPs for handling, storing, and using construction materials to prevent the release of those materials into stormwater discharges. The amount and type of construction materials to be utilized at the Site will depend upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as soil binders for temporary stabilization.

Waste management consist of implementing procedural and structural BMPs for handling, storing, and ensuring proper disposal of wastes to prevent the release of those wastes into stormwater discharges.

Materials and waste management pollution control BMPs shall be implemented to minimize stormwater contact with construction materials, wastes and service areas; and to prevent materials and wastes from being discharged off-site. The primary mechanisms for stormwater contact that shall be addressed include:

- Direct contact with precipitation
- Contact with stormwater run-on and runoff
- Wind dispersion of loose materials
- Direct discharge to the storm drain system through spills or dumping
- Extended contact with some materials and wastes, such as asphalt cold mix and treated wood products, which can leach pollutants into stormwater.

A list of construction activities is provided in Section 2.6. The following Materials and Waste Management BMP selection table, Table 3.5, indicates the BMPs that shall be implemented to handle materials and control construction site wastes associated with these construction activities. Fact Sheets for Materials and Waste Management BMPs are provided in Appendix H. Material management BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

WM1-1, Material Delivery and Storage

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the storm water system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, installing secondary containment, conducting regular inspections, and training employees and subcontractors. This best management practice covers only material delivery and storage. Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.). Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed). Minimize exposure of construction materials to precipitation. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).

WM-2, Material Use Prevent or reduce the discharge of pollutants to the storm drain system or watercourses from material use by using alternative products, minimizing hazardous material use onsite, and training employees and subcontractors. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include

materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).

WM-3, Stockpile Management

Stockpiles of all materials shall have at the minimum a gravel bag barrier around the perimeter of the pile to contain run-off generated from a storm event. Stockpiles shall be covered when they will be idle for 14 days or more. Minimize exposure of construction materials to precipitation. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.). Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.

WM-4, Spill Prevention and Control

Prevent or reduce the discharge of pollutants to drainage systems or watercourses from leaks and spills by reducing the chance for spills, stopping the source of spills, containing and cleaning up spills, properly disposing of spill materials, and training employees. This best management practice covers only spill prevention and control. However, WM-1, Materials Delivery and Storage, and WM-2, Material Use, also contains useful information, particularly on spill prevention. For information on wastes, see the waste management BMPs in this section. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed). Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.

WM-5, Solid Waste Management

All wastes shall be placed in the appropriate trash receptacles and littering on the project site shall be strictly prohibited. Any litter within the project site shall be collected and placed in watertight dumpsters on a weekly basis, regardless of whether the trash is generated by the contractor or the public. Liquid wastes, such as used oils, solvents, paints, and chemicals, such as acids, pesticides, and curing compounds, shall not be disposed of in dumpsters designated for construction debris. An appropriate disposal schedule shall be determined with trash hauling contractors to ensure that full dumpsters are not left onsite for more than a few days. Cover waste disposal containers at the end of every business day and during a rain event. Prevent discharges from waste disposal containers to the storm water drainage system or receiving water. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.

WM-6, Hazardous Waste Management

The contractor is responsible for ensuring compliance with all federal, state, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes. Wastes shall be stored in sealed and labeled containers, which are kept in temporary containment facilities at the staging area designated on the ESCD located at the jobsite. The containment facility shall provide a spill containment volume equal to 1.5 times the volume of all containers and shall be impervious to the materials contained for a minimum contact time of 72 hours. Wastes shall be disposed of by a licensed hazardous waste transporter at an authorized and licensed disposal facility or recycling facility utilizing properly completed Waste Manifest forms within 90 days of being generated. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed). Implement procedures that effectively address hazardous and non-hazardous spills. Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. This SWPPP requires that:

- i. Equipment and materials for cleanup of spills shall be available on site and that spills and leaks shall be cleaned up immediately and disposed of properly; and
- ii. Appropriate spill response personnel are assigned and trained.

WM-7, Contaminated Soil Management

Contaminated soil management practices and procedures serve the purpose of preventing or reducing the discharge of pollutants to stormwater from contaminated soils that contain high concentrations of acid and alkaline. Practices and procedures include but are not limited to: conducting pre-construction surveys, inspecting excavations regularly, and remediating contaminated soil promptly. Contaminated soils that cannot be treated onsite must be removed from the site and disposed of properly by a licensed hazardous waste hauler. It is the contractor's liability to identify appropriate treatment or removal procedures for contaminants that are discovered onsite, as the procedures in this BMP are general in nature.

WM-8, Concrete Waste Management

All concrete and asphalt equipment and tools shall be washed into the temporary concrete washout area. Temporary concrete waste washout facilities shall be constructed within the designated staging area shown on the ESCD located at the jobsite. The washout facilities shall consist of a trash can, an excavated trench, or other beamed containment area that has been lined in plastic sheeting. Once the asphalt or concrete has dried, the plastic sheeting containing the dried material shall be removed and properly disposed of. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

WM-9, Sanitary/Septic Waste Management

Temporary sanitary facilities shall be located within the designated staging area shown on the ESCD located at the jobsite. The sanitary facilities shall be maintained on a regular basis by a licensed service. Ensure that the sanitation facilities (e.g., portable toilets) are properly contained to prevent discharges of pollutants to the storm water drainage system or receiving water. Clean or replace sanitation facilities and inspect them regularly for leaks and spills.

WM-10, Liquid Waste Management

The disposal of liquid wastes that result from water line flushing, landscape irrigation, footing drains, or discharges from potable water sources may be subject to the NPDES discharge permit program maintained by the Regional Water Control Board. The contractor shall be responsible for securing any permits required for these activities. Wastes such as drilling residues or fluids, wastewater and rinse water, and dredging, shall be contained in a portable tank prior to offsite disposal.

Table 3.5	Temporary Materials Manag	jement BMPs			
CASQA Fact Sheet	BMP Name	Considered for Project (1)	BMP used		If not used, state reason and alternate BMP, if
			YES	NO	applicable
WM-01	Material Delivery and Storage	✓	✓		
WM-02	Material Use	✓	✓		
WM-03	Stockpile Management	✓	✓		
WM-04	Spill Prevention and Control	✓	✓		
WM-05	Solid Waste Management	✓	✓		
WM-06	Hazardous Waste Management	✓	✓		
WM-07	Contaminated Soil Management	✓	✓		
WM-08	Concrete Waste Management	✓	✓		
WM-09	Sanitary-Septic Waste Management	✓	✓		
WM-10	Liquid Waste Management	✓	✓		

⁽¹⁾ The General Permit's Fact Sheet Section II.J.1.c through II.J.1.g describes various BMPs that should be considered for use on the construction site.

3.4 POST CONSTRUCTION STORMWATER MANAGEMENT MEASURES Post construction BMPs are permanent measures installed during construction, designed to reduce or eliminate pollutant discharges from the site after construction is completed.

This site is located in an area subject to a Phase I or Phase II Municipal Separate Storm Sewer System (MS4) permit approved Stormwater Management Plan.

☐ Yes ☐ No

Post construction runoff reduction requirements have been satisfied through the MS4 program, this project is exempt from provision XIII,A of the General Permit.

The following source control post construction BMPs to comply with General Permit Section XIII.B and local requirements have been identified for the site: None

SECTION 4 BMP INSPECTION, MAINTENANCE, AND RAIN EVENT ACTION PLANS

4.1 BMP INSPECTION AND MAINTENANCE

The General Permit requires routine weekly inspections of BMPs, along with inspections before, during, and after qualifying rain events. A BMP inspection checklist must be filled out for inspections and maintained on-site onsite with the SWPPP. The inspection checklist includes the necessary information covered in Section 7.6. A blank inspection checklist can be found in Appendix I. Completed checklists shall be kept in CSMP Appendix P "Monitoring Records".

BMPs shall be maintained regularly to ensure proper and effective functionality. If necessary, corrective actions shall be implemented within 72 hours of identified deficiencies and associated amendments to the SWPPP shall be prepared by the QSD.

Specific details for maintenance, inspection, and repair of Construction Site BMPs can be found in the BMP Factsheets in Appendix H.

4.2 RAIN EVENT ACTION PLANS

The REAP is a written document designed to be used as a planning tool by the QSP to protect exposed portions of project sites and to ensure that the discharger has adequate materials, staff, and time to implement erosion and sediment control measures. These measures are intended to reduce the amount of sediment and other pollutants that could be generated during the rain event. It is the responsibility of the QSP to be aware of precipitation forecast and to obtain and print copies of NOAA's Forecast Weather Table Interface, available online at http://forecast.weather.gov.

The SWPPP includes REAP templates but the QSP will need to customize them for each rain event. Site-specific REAP templates for each applicable project phase can be found in Appendix J. The QSP shall maintain a paper copy of completed REAPs in compliance with the record retention requirements Section 1.5 of this SWPPP. Completed REAPs shall be maintained in Appendix J.

The QSP will develop an event specific REAP 48 hours in advance of a precipitation event forecast to have a 50 percent or greater chance of producing precipitation in the project area. The REAP will be onsite and be implemented 24 hours in advance of any the predicted precipitation event.

At minimum the REAP will include the following site and phase-specific information:

- 1. Site Address;
- 2. Calculated Risk Level (2 or 3);
- 3. Site Stormwater Manager Information including the name, company and 24-hour emergency telephone number:
- 4. Erosion and Sediment Control Provider information including the name, company and 24-hour emergency telephone number;
- 5. Stormwater Sampling Agent information including the name, company, and 24-hour emergency telephone number;
- 6. Activities associated with each construction phase;
- 7. Trades active on the construction site during each construction phase;
- 8. Trade contractor information; and
- 9. Recommended actions for each project phase.

SECTION 5 TRAINING

Appendix L identifies the QSPs for the project. To promote stormwater management awareness specific for this project, periodic training of job-site personnel shall be included as part of routine project meetings (e.g. daily/weekly tailgate safety meetings), or task specific trainings as needed.

The QSP shall be responsible for providing this information at the meetings, and subsequently completing the training logs shown in Appendix K, which identify the site-specific stormwater topics covered as well as the names of site personnel who attended the meeting. Tasks may be delegated to trained employees by the QSP provided adequate supervision and oversight is provided. Training shall correspond to the specific tasks delegated, including SWPPP implementation, BMP inspection and maintenance, and recordkeeping.

Documentation of training activities (formal and informal) is retained in SWPPP Appendix K.

SECTION 6 RESPONSIBLE PARTIES AND OPERATORS

6.1 RESPONSIBLE PARTIES

Approved Signatory(ies) who are responsible for SWPPP implementation and have authority to sign permitrelated documents [is/are] listed below. Written authorizations from the LRP for these individuals are provided in Appendix L. The Approved Signatory(ies) assigned to this project [is/are]:

Name	Title	Phone Number

QSPs identified for the project are identified in Appendix L. The QSP shall have primary responsibility and significant authority for the implementation, maintenance, and inspection/monitoring of SWPPP requirements. The QSP will be available at all times throughout the duration of the project. Duties of the QSP include but are not limited to:

- Implementing all elements of the General Permit and SWPPP, including, but not limited to:
 - Ensuring that all BMPs are implemented, inspected, and properly maintained;
 - Performing non-stormwater and stormwater visual observations and inspections;
 - o Performing non-stormwater and storm sampling and analysis, as required;
 - Performing routine inspections and observations;
 - Implementing non-stormwater management, and materials and waste management activities such as: monitoring discharges; general Site clean-up; vehicle and equipment cleaning, fueling and maintenance; spill control; ensuring that no materials other than stormwater are discharged in quantities which will have an adverse effect on receiving waters or storm drain systems, etc.;
- The QSP may delegate these inspections and activities to an appropriately trained employee but shall ensure adequacy and adequate deployment.
- Ensuring elimination of unauthorized discharges.
- The QSPs shall be assigned authority by the LRP to mobilize crews in order to make immediate repairs to the control measures.
- Coordinate with the Contractor(s) to assure all of the necessary corrections/repairs are made immediately and that the project complies with the SWPPP, General Permit, and approved plans at all times.
- Notifying the LRP or Authorized Signatory immediately of off-site discharges or other noncompliance events

6.2 CONTRACTOR LIST

Contractor (to be completed by Contractor)

Name: TBD
Title: TBD
Company: TBD
Address: TBD

Phone Number: TBD

Number (24/7): TBD

SECTION 7 CONSTRUCTION SITE MONITORING PROGRAM

7.1 PURPOSE

This Construction Site Monitoring Program was developed to address the following objectives:

- 1. To demonstrate that the site is in compliance with the Discharge Prohibitions and Numeric Action Levels (NALs) of the Construction General Permit;
- 2. To determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives;
- To determine whether immediate corrective actions, additional Best Management Practices (BMP)
 implementation, or SWPPP revisions are necessary to reduce pollutants in stormwater discharges
 and authorized non-stormwater discharges;
- 4. To determine whether BMPs included in the SWPPP and REAP are effective in preventing or reducing pollutants in stormwater discharges and authorized non-stormwater discharges.

7.2 APPLICABILITY OF PERMIT REQUIREMENTS

This project has been determined to be a Risk Level 2 project. The General Permit identifies the following types of monitoring as being applicable for a Risk Level 2 project.

- Visual inspections of BMPs;
- Visual monitoring of the site related to qualifying storm events;
- Visual monitoring of the site for non-stormwater discharges;
- Sampling and analysis of construction site runoff for pH and turbidity;
- Sampling and analysis of construction site runoff for non-visible pollutants when applicable; and
- Sampling and analysis of non-stormwater discharges when applicable.

7.3. WEATHER AND RAIN EVENT TRACKING

Visual monitoring and inspections requirements of the General Permit are triggered by a qualifying rain event. The General Permit defines a qualifying rain event as any event that produces ½ inch of precipitation. A minimum of 48 hours of dry weather will be used to distinguish between separate qualifying storm events.

Visual monitoring, inspections, and sampling requirements of the General Permit are triggered by a qualifying rain event. The General Permit defines a qualifying rain event as any event that produces ½ inch of precipitation. A minimum of 48 hours of dry weather will be used to distinguish between separate qualifying storm events.

For the purposes of assessing exceptions to the Receiving Water Monitoring Triggers the General Permit establishes the compliance storm event at the 5-year, 24-hour event. Based on the Western Regional Climate Center, the 5-year, 24-hour event for this project is approximately 14 inches.

7.3.1 WEATHER TRACKING

The QSP should daily consult the National Oceanographic and Atmospheric Administration (NOAA) for the Forecast Weather Table Interface. These forecasts can be obtained at http://forecast.weather.gov. Weather reports should be printed and maintained with the SWPPP in Appendix O "Weather Reports".

7.3.2 RAIN GAUGES

The QSP shall install one (1) rain gauge near Heber Elementary School along 11th Street on the project site. Locate the gauge in an open area away from obstructions such as trees or overhangs. Mount the gauge on a post at a height of 3 to 5 feet with the gauge extending several inches beyond the post. Make sure that the top of the gauge is level. Make sure the post is not in an area where rainwater can indirectly splash from sheds, equipment, trailers, etc.

The rain gauge(s) shall be read daily during normal site scheduled hours. The rain gauge should be read at approximately the same time every day and the date and time of each reading recorded. Log rain gauge readings in Appendix O "Weather Records". Follow the rain gauge instructions to obtain accurate measurements.

Once the rain gauge reading has been recorded, accumulated rain shall be emptied, and the gauge reset.

For comparison with the site rain gauge, the nearest appropriate governmental rain gauge(s) is located at New R NR Westmorland CA (10255550) (https://sandiego.onerain.com/).

7.4 MONITORING LOCATIONS

Visual Monitoring shall encompass the entirety of the Site. Whenever changes in the construction site might affect the appropriateness of sampling locations, the sampling locations shall be revised accordingly. All such revisions shall be implemented as soon as feasible and the SWPPP amended. Temporary changes that result in a one-time additional sampling location do not require a SWPPP amendment.

7.5 SAFETY AND MONITORING EXEMPTIONS

Safety practices for sample collection will be in accordance with the Contractor's Health and Safety Plan.

This project is not required to collect samples or conduct visual observations (inspections) under the following conditions:

- During dangerous weather conditions such as flooding and electrical storms.
- Outside of scheduled site business hours.

Scheduled site business hours are: Sunday through Saturday, 7:00 Am to 7:00 PM.

If monitoring (visual monitoring or sample collection) of the site is unsafe because of the dangerous conditions noted above, then the QSP shall document the conditions for why an exception to performing the monitoring was necessary. The exemption documentation shall be filed in Appendix P "Monitoring Records".

7.6 VISUAL MONITORING

Visual monitoring includes observations and inspections. Inspections of BMPs are required to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Visual observations of the site are required to observe storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources.

Table 7.1 identifies the required frequency of visual observations and inspections. Inspections and observations will be conducted at the locations identified in Section 7.6.3.

Table 7.1	able 7.1 Summary of Visual Monitoring and Inspections						
	Type of Inspection	Frequency					
Routine Insp	ections						

BMP Inspections	Weekly ¹
BMP Inspections – Tracking Control	Daily
Non-Stormwater Discharge Observations	Quarterly during daylight hours
Rain Event Triggered Inspections	
Site Inspections Prior to a Qualifying Event	Within 48 hours of a qualifying event ²
BMP Inspections During an Extended Storm Event	Every 24-hour period of a rain event ³
Site Inspections Following a Qualifying Event	Within 48 hours of a qualifying event ²

¹ Most BMPs must be inspected weekly; those identified below must be inspected more frequently.

7.6.1 ROUTINE OBSERVATIONS AND INSPECTIONS

Routine site inspections and visual monitoring are necessary to ensure that the project is in compliance with the requirements of the Construction General Permit.

7.6.1.1 Routine BMP Inspections

Inspections of BMPs are conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

7.6.1.2 Non-Stormwater Discharge Observations

Each drainage area will be inspected for the presence of or indications of prior unauthorized and authorized non-stormwater discharges. Inspections will record:

- Presence or evidence of any non-stormwater discharge (authorized or unauthorized);
- Pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.); and
- Source of discharge.

7.6.2 RAIN-EVENT TRIGGERED OBSERVATIONS AND INSPECTIONS

Visual observations of the site and inspections of BMPs are required prior to a qualifying rain event; following a qualifying rain event, and every 24-hour period during a qualifying rain event. Pre-rain inspections will be conducted after consulting NOAA and determining that a precipitation event with a 50 percent or greater probability of precipitation has been predicted on the Forecast Weather Table Interface.

7.6.2.1 Visual Observations Prior to a Forecasted Qualifying Rain Event

Within 48 hours prior to a qualifying event, a stormwater visual monitoring site inspection will include observations of the following locations:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly implemented;

² Inspections are required during scheduled site operating hours.

³ Inspections are required during scheduled site operating hours regardless of the amount of precipitation on any given day.

 Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.

Consistent with guidance from the State Water Resources Control Board, pre-rain BMP inspections and visual monitoring will be triggered by a NOAA forecast that indicates a probability of precipitation of 50 percent or more in the project area.

7.6.2.2 BMP Inspections During an Extended Storm Event

During an extended rain event BMP inspection will be conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

If the construction site is not accessible during the rain event, the visual inspections shall be performed at all relevant outfalls, discharge points, downstream locations. The inspections should record any projected maintenance activities.

7.6.2.3 Visual Observations Following a Qualifying Rain Event

Within 48 hours following a qualifying rain event (0.5 inches of rain), a stormwater visual monitoring site inspection is required to observe:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly designed, implemented, and effective;
- Need for additional BMPs;
- Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard; and
- Discharge of stored or contained rain water.

7.6.3 VISUAL MONITORING PROCEDURES

Visual monitoring shall be conducted by the QSP or staff trained by and under the supervision of the QSP.

The name(s) and contact number(s) of the site visual monitoring personnel are listed below and their training qualifications are provided in Appendix K.

(to be completed by Contractor)

Assigned inspector: TBD Contact phone: TBD

Alternate inspector: TBD Contact phone: TBD

Stormwater observations shall be documented on the *Visual Inspection Field Log Sheet* (see Appendix Q "Example Forms"). BMP inspections shall be documented on the site-specific BMP inspection checklist. Any photographs used to document observations will be referenced on stormwater site inspection report and maintained with the Monitoring Records in Appendix P.

The QSP shall within two days of the inspection submit copies of the completed inspection report to the Site Superintendent and LRP.

The completed reports will be kept in Appendix P "Monitoring Records".

7.6.4 Visual Monitoring Follow-Up and Reporting

Correction of deficiencies identified by the observations or inspections, including required repairs or maintenance of BMPs, shall be initiated and completed as soon as possible.

If identified deficiencies require design changes, including additional BMPs, the implementation of changes will be initiated within 72 hours of identification and be completed as soon as possible. When design changes to BMPs are required, the SWPPP shall be amended to reflect the changes.

Deficiencies identified in site inspection reports and correction of deficiencies will be tracked on the *Inspection Field Log Sheet* or *BMP Inspection Report* and shall be submitted to the QSP and shall be kept in Appendix P "Monitoring Records".

The QSP shall within two days of the inspection submit copies of the completed *Inspection Field Log Sheet* or *BMP Inspection Report* with the corrective actions to the Site Superintendent and LRP.

Results of visual monitoring must be summarized and reported in the Annual Report.

7.6.5 Visual Monitoring Locations

The inspections and observations identified in Sections 7.6.1 and 7.6.2 will be conducted at the locations identified in this section.

BMP locations are shown on the Site Maps in SWPPP Appendix B.

There are seven (7) drainage areas on the project site and the contractor's yard, staging areas, and storage areas. Drainage area(s) are shown on the Site Maps in Appendix B and Table 7.2 identifies each drainage area by location.

Table 7.2 Site D	rainage Areas
Location No.	Location
1	Heffernan Avenue
2	E Fawcett Road, 14th Street, Heber Avenue
3	11 th Street
4	10 th Street
5	9 th Street
6	11 th Street, 10 th Street, 9 th Street, Heffernan Avenue
7	Heffernan Avenue

There are seven (7) discharge location(s) on the project site. Site stormwater discharge location(s) are shown on the Site Maps in Appendix B and Table 7.4 identifies each stormwater discharge location.

Table 7.4 Site S	Stormwater Discharge Locations
Location No.	Location
1	Heber Avenue and 14 th Street

2	Heffernan Avenue and 14 th Street
3	Heber Avenue and 11 th Street
4	Heber Avenue and 10 th Street
5	Heber Avenue and 9 th Street
6	Parkyns Avenue and Heber Road/SR-86
7	Heffernan Avenue and Heber Road/SR-86

7.7 WATER QUALITY SAMPLING AND ANALYSIS

7.7.1 SAMPLING AND ANALYSIS PLAN FOR NON-VISIBLE POLLUTANTS IN STORMWATER RUNOFF DISCHARGES

This Sampling and Analysis Plan for Non-Visible Pollutants describes the sampling and analysis strategy and schedule for monitoring non-visible pollutants in stormwater runoff discharges from the project site.

Sampling for non-visible pollutants will be conducted when (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.

The following construction materials, wastes, or activities, as identified in Section 2.6 and Appendix G, are potential sources of non-visible pollutants to stormwater discharges from the project. Storage, use, and operational locations are shown on the Site Maps in Appendix B.

- Adhesives
- Petroleum Hydrocarbons (Oils/Grease)
- Sanitary Waste

- Cleaners and Solvents
- Solid Waste
- Herbicides and Pesticides

7.7.1.1 Sampling Schedule

Samples for the potential non-visible pollutant(s) and a sufficiently large unaffected background sample shall be collected during the first two hours of discharge from rain events that result in a sufficient discharge for sample collection. Samples shall be collected during the site's scheduled hours and shall be collected regardless of the time of year and phase of the construction.

Collection of discharge samples for non-visible pollutant monitoring will be triggered when any of the following conditions are observed during site inspections conducted prior to or during a rain event.

- Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions. Watertight conditions are defined as (1) storage in a watertight container, (2) storage under a watertight roof or within a building, or (3) protected by temporary cover and containment that prevents stormwater contact and runoff from the storage area.
- Materials or wastes containing potential non-visible pollutants are stored under watertight
 conditions, but (1) a breach, malfunction, leakage, or spill is observed, (2) the leak or spill is not
 cleaned up prior to the rain event, and (3) there is the potential for discharge of non-visible
 pollutants to surface waters or a storm drain system.

- A construction activity, including but not limited to those in Section 2.6, with the potential to contribute non-visible pollutants (1) was occurring during or within 24 hours prior to the rain event,
 (2) BMPs were observed to be breached, malfunctioning, or improperly implemented, and (3) there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Soil amendments that have the potential to change the chemical properties, engineering properties, or erosion resistance of the soil have been applied, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Stormwater runoff from an area contaminated by historical usage of the site has been observed to combine with stormwater runoff from the site, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.

7.7.1.2 Sampling Locations

Sampling locations are based on proximity to planned non-visible pollutant storage, occurrence or use, accessibility for sampling, and personnel safety. Planned non-visible pollutant sampling locations are shown on the Site Maps in Appendix B and include the locations identified in Tables 7.5 through 7.9.

Seven (7) sampling location(s) on the project site and the contractor's yard have been identified for the collection of samples of runoff from planned material and waste storage areas and areas where non-visible pollutant producing construction activities are planned.

Table 7.5 Non-Visible Pollutant Sample Locations – Contractors' Yard							
Sample Location Number	Sample Location Description	Sample Location Latitude and Longitude (Decimal Degrees)					
1	Heber Avenue and 14 th Street	1844122.18 6783122.90					
2	Heffernan Avenue and 14 th Street	1844133.60 6783852.67					
3	Heber Avenue and 11 th Street	1845247.78 6783122.97					
4	Heber Avenue and 10 th Street	1845679.51 6783106.95					
5	Heber Avenue and 9th Street	1846036.55 6783103.27					
6	Parkyns Avenue and Heber Road/SR-86	1846383.08 6783436.13					
7	Heffernan Avenue and Heber Road/SR-86	1846391.58 6783814.28					

Seven (7) sampling locations have been identified for the collection of samples of runoff from drainage areas where soil amendments will be applied that have the potential to affect water quality.

If a stormwater visual monitoring site inspection conducted prior to or during a storm event identifies the presence of a material storage, waste storage, operations area with spills, or the potential for the discharge of non-visible pollutants to surface waters or a storm drain system that is at a location not listed above and has not been identified on the Site Maps, sampling locations will be selected by the QSP using the same rationale as that used to identify planned locations. Non-visible pollutant sampling locations shall be identified by the QSP on the pre-rain event inspection form and/or Rain Event Action Plan prior to a forecasted qualifying rain event.

_												
	7.7.1.3 Monitoring Preparation											
Non-vis	lon-visible pollutant samples will be collected by:											
Contrac	ctor	\boxtimes	Yes		No							
Consul	tant		Yes	\boxtimes	No							
Labora	tory		Yes	\boxtimes	No							
•	es on the projected by Contrac			collec	eted	by the	following	contractor	sampling	personnel	(to	be
Nam	e/Telephone Nu	mbe	r:									
Alter	nate(s)/Telephor	ne N	umber:									

An adequate stock of monitoring supplies and equipment for monitoring non-visible pollutants will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, clean powder-free nitrile gloves, sample collection equipment, coolers, appropriate number and volume of sample bottles, identification labels, re-sealable storage bags, paper towels, personal rain gear, ice, and *Effluent Sampling Field Log Sheets* and Chain of Custody (CoC) forms, which are provided in Appendix Q "Example Forms".

Samples on the project site will be collected by the following (to be completed by Contractor):

Company Name:

Street Address:

City, State Zip:

Telephone Number:

Point of Contact:

Name of Sampler(s):

Name of Alternate(s):

The QSP or his/her designee will contact the listed laboratory or environmental consultant 24 hours prior to a predicted rain event or for an unpredicted event, as soon as a rain event begins if one of the triggering conditions is identified during an inspection to ensure that adequate sample collection personnel and supplies for monitoring non-visible pollutants are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.1.4 Analytical Constituents

Table 7.10 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.2 Potential Non-Visible Pol	lutants and Water Quality Indicator Constituents				
Common Non-Visible Pollutants and Water Quality Indicator Constituents Worksheet					
General Work Activity/Potential Pollutants	Water Quality Indicators of Potential Constituents (Review product literature and Material Safety Data Sheets to confirm potential constituents)				
Adhesives	COD, Phenols, SVOCs				
Asphalt Work	VOCs				
Cleaning					
Acids	рН				
Bleaches	Residual chlorine				
TSP	Phosphate				
Solvents	VOCs, SVOCs				
Detergents	MBAS				
Concrete / Masonry Work					
Sealant (Methyl methacrylate)	SVOC				
Curing compounds	VOCs, SVOCs, pH				
Ash, slag, sand	pH, Al, Ca, Va, Zn				
Grading / Earthworks					
Gypsum / Lime amendments	рН				
Contaminated Soil	Constituents specific to known contaminants, check with Laboratory				
Landscaping					
Pesticides/Herbicides	Product dependent, see label and check with Laboratory				
Liquid Waste	Constituents specific to materials, check with Laboratory				
Planting / Vegetation Management					
Vegetation stockpiles	BOD				
Fertilizers	TKN, NO ₃ , BOD, COD, DOC, sulfate, NH ₃ , Phosphate, Potassium				
Pesticides/Herbicides	Product dependent, see label and check with Laboratory				

Table 7.2 Potential Non-Visible Pol	lutants and Water Quality Indicator Constituents
Plumbing	
Solder, flux, pipe fitting	Cu, Pb, Sn, Zn
Removal of existing structures	Zn, VOCs, PCBs (see also other applicable activity categories, e.g., grading, painting)
Sanitary Waste	BOD, Total/Fecal coliform
Sewer line breaks and Portable Toilets (using clear fluid – blue fluid is visible if discharged)	
Soil Preparation / Amendments/Dust Control	
Polymer/Co-polymers	TKN, NO ₃ , BOD, COD, DOC, Sulfate, Ni
Lignin sulfate	TDS, alkalinity
Psyllium	COD, TOC
Guar/Plant Gums	COD, TOC, Ni
Solid Waste (leakage)	BOD
Utility Line Testing and Flushing	Residual chlorine, chloramines
Vehicle and Equipment Use	
Batteries	Sulfuric acid; Pb, pH

7.7.1.5 Sample Collection

Samples of discharge shall be collected at the designated non-visible pollutant sampling locations shown on the Site Maps in Appendix B or in the locations determined by observed breaches, malfunctions, leakages, spills, operational areas, soil amendment application areas, and historical site usage areas that triggered the sampling event.

Grab samples shall be collected and preserved in accordance with the methods identified in the Table 7.11, "Sample Collection, Preservation and Analysis for Monitoring Non-Visible Pollutants" provided in Section 7.7.1.6. Only the QSP, or personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.1.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in the Table 7.11.

Samples will be analyzed by (to be completed by Contractor):

Laboratory Name:	
Street Address:	
City, State Zip:	

Telephone I	Number:						
Point of Cor	ntact:						
ELAP Number:	Certification						
Samples will b	e delivered to t	he laborat	ory by	(to be	complet	ed by Contractor):	
Driven by Con	tractor			Yes		No	
Picked up by L	_aboratory Cou	rier		Yes		No	
Shipped				Yes		No	

7.7.1.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Runoff/downgradient results shall be compared with the associated upgradient/unaffected results and any associated run-on results. Should the runoff/downgradient sample show an increased level of the tested analyte relative to the unaffected background sample, which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

Constituent	Analytical Method	Minimum Sample Volume	Sample Containers	Sample Preservation	Reporting Limit	Maximum Holding Time
PCBs	EPA 8081A/8082	1x1 L	Glass-Amber	Store at 4°C	0.1µg/L	7 days
BOD	EPA 405.1	1x500 mL	Polypropylene	Store at 4°C	1 mg/L	48 hours
COD	EPA 410.4	1x250 mL	Glass-Amber	Store at 4°C, H ₂ SO ₄ to pH<2	5 mg/L	28 days
Metals (Al, Ca, Cu, Ni, Pb, Sn, Va, Zn)	EPA 6010B/7470A	1x250 mL	Polypropylene	Store at 4°C, HNO3 to pH <2	0.1 mg/L	6 months
рН	Field test with calibrated portable instrument	1x100 mL	Polypropylene	None	Unitless	15 minutes
sVOCs	EPA 8270C	1x1 L	Glass-Amber	Store at 4°C	10µg/L	7 days
TOC	EPA 9060, SMEWW 5310 B	1x250 mL	Glass-Amber	Store at 4°C , H_2SO_4 to $\text{pH} < 2$	2 mg/L	28 days
VOCs- Solvents	EPA 8260B	3x40 mL	VOA-Glass	Store at 4°C, HCl to pH<2	1µ/L	14 days
Phenols, Total	EPA 420.1, 9065	250 mL	Glass-Amber	Store at 4°C, H ₂ SO ₄ to pH<2	250mL	28 days
Chlorine, Residual	SMEWW 4500 CI-G	125 mL	Glass	Unpreserved	25mL	15 minutes

Notes:

The General Permit prohibits the storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board and other agencies as required by 40 C.F.R. §§ 117.3 and 302.4.

Results of non-visible pollutant monitoring shall be reported in the Annual Report.

7.7.2 SAMPLING AND ANALYSIS PLAN FOR PH AND TURBIDITY IN STORMWATER RUNOFF DISCHARGES

Sampling and analysis of runoff for pH and turbidity is required for this project. This Sampling and Analysis Plan describes the strategy for monitoring turbidity and pH levels of stormwater runoff discharges from the project site and run-on that may contribute to an exceedance of a Numeric Action Level (NAL).

Samples for pH and turbidity will be collected at all discharge points where stormwater is discharged offsite.

7.7.2.1 Sampling Schedule

Stormwater runoff samples shall be collected for pH and turbidity from each day of a qualifying rain event that results in a discharge from the project site. A minimum of three samples will be collected per day of discharge during a qualifying event. Samples should be representative of the total discharge from the project each day of discharge during the qualifying event. Typically, representative samples will be spaced in time throughout the daily discharge event.

Stored or collected water from a qualifying storm event when discharged shall be tested for turbidity and pH. Stored or collected water from a qualifying event may be sampled at the point it is released from the storage or containment area or at the site discharge location.

Run-on samples shall be collected whenever the QSP identifies that run-on has the potential to contribute to an exceedance of a NAL.

7.7.2.2 Sampling Locations

Sampling locations are based on the site runoff discharge locations and locations where run-on enters the site, accessibility for sampling, and personnel safety. Planned pH and turbidity sampling locations are shown on the Site Maps in Appendix B and include the locations identified in Table 7.13 and Table 7.14.

Seven (7) sampling location(s) on the project site and the contractor's yard have been identified for the collection of runoff samples. Table 7.12 also provides an estimate of the site's area that drains to each location.

Table 7.12 Turbidity and pH Runoff Sample Locations							
Sample Location Number	Sample Location	Estimate of Site [Factor] (%)					
1	Heber Avenue and 14th Street	30.68%					
2	Heffernan Avenue and 14th Street	2.31%					
3	Heber Avenue and 11th Street	3.66%					
4	Heber Avenue and 10th Street	6.05%					

5	Heber Avenue and 9th Street	2.12%
6	Parkyns Avenue and Heber Road/SR-86	52.60%
7	Heffernan Avenue and Heber Road/SR-86	2.58%

Four (4) sampling locations have been identified for the collection of run-on samples where the run-on has the potential to contribute to an exceedance of an NAL or a Receiving Water Monitoring Trigger. Table 7.13 identifies the run-on sample locations.

The project does not receive run-on with the potential to exceed NALs or Receiving Water Monitoring Triggers.

7	7.7.2.3 Monito	ring	Preparat	ion							
Turbidity	and pH sample	es wi	ill be colle	cted a	nd a	nalyzed	by (to b	e complete	ed by Cont	ractor):	
Contracto	or	\boxtimes	Yes		No						
Consulta	nt		Yes	\boxtimes	No						
Laborato	ry		Yes		No						
•	on the projected by Contrac			collec	ted	by the	following	contractor	sampling	personnel	(to be
Name/	Telephone Nui	mber	:								
Alterna	ite(s)/Telephor	ne Nu	umber:								

An adequate stock of monitoring supplies and equipment for monitoring turbidity and will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, field meters, extra batteries, clean powder-free nitrile gloves, sample collection equipment, appropriate sample containers, paper towels, personal rain gear, and *Effluent Sampling Field Log Sheets* and CoC forms provided in Appendix Q "Example Forms".

The contractor will obtain and maintain the field-testing instruments, as identified in Section 7.7.2.6, for analyzing samples in the field by contractor sampling personnel.

Samples on the project site will be collected by the following (to be completed by Contractor):

Company Name:	
Street Address:	
City, State, Zip:	
Telephone Number:	
Point of Contact:	
Name of Sampler(s):	
Name of Alternate(s):	

The QSP or his/her designee will contact the listed laboratory or environmental consultant 24 hours prior to a predicted rain event or for an unpredicted event, as soon as a rain event begins to ensure that adequate sample collection personnel, supplies for monitoring pH and turbidity are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.2.4 Field Parameters

Samples shall be analyzed for the constituents indicated in the Table 7.14.

Table 7.14 Sample Collection and Analysis for Monitoring Turbidity and pH							
Parameter	Test Method	Minimum Sample Volume ⁽¹⁾	Sample Collection Container Type	Detection Limit (minimum)			
Turbidity	Field meter/probe with calibrated portable instrument	500 mL	Polypropylene or glass (Do not collect in meter sample cells)	1 NTU			
рН	Field meter/probe with calibrated portable instrument or calibrated pH test kit	100 mL	Polypropylene	0.2 pH units			

Notes: ¹ Minimum sample volume recommended. Specific volume requirements will vary by instrument; check instrument manufacturer instructions.

L – Liter mL – Milliliter

NTU - Nephelometric Turbidity Unit

7.7.2.5 Sample Collection

Samples of discharge shall be collected at the designated runoff and run-on sampling locations shown on the Site Maps in Appendix B. Run-on samples shall be collected within close proximity of the point of run-on to the project.

Only personnel trained in water quality sampling and field measurements working under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.2.6 Field Measurements

Samples collected for field analysis, collection, analysis and equipment calibration shall be in accordance with the field instrument manufacturer's specifications.

Immediately following collection, samples for field analysis shall be tested in accordance with the field instrument manufacturer's instructions and results recorded on the *Effluent Sampling Field Log Sheet*.

The field instrument(s) listed in Table 7.15 will be used to analyze the following constituents (to be completed by Contractor):

Table 7.15 Field Instruments	
Field Instrument (Manufacturer and Model)	Constituent
	рН
	Turbidity

The manufacturers' instructions are included in Appendix R "Field Meter Instructions". Field sampling staff shall review the instructions prior to each sampling event and follow the instructions in completing measurement of the samples.

- The instrument(s) shall be maintained in accordance with manufacturer's instructions.
- The instrument(s) shall be calibrated before each sampling and analysis event.
- Maintenance and calibration records shall be maintained with the SWPPP.

The QSP may authorize alternate equipment provided that the equipment meets the Construction General Permit's requirements and the manufacturers' instructions for calibration and use are added to Appendix R "Field Meter Instructions".

7.7.2.7 Data Evaluation and Reporting

Immediately upon completing the measurements for the sampling event, provide the *Effluent Sampling Field Log Sheets* to the QSP for evaluation.

Numeric Action Levels

This project is subject to NALs for pH and turbidity (Table 7.16). Compliance with the NAL for pH and turbidity is based on a [weighted] daily average. Upon receiving the field log sheets, the QSP shall immediately calculate the [weighted] arithmetic average of the turbidity samples, and the [weighted] logarithmic average of the pH samples to determine if the NALs, shown in the table below, have been exceeded.

Table 7.16	Numeric Action Levels	
Parameter	Unit	Daily Average
рН	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	NTU	250 NTU

The QSP shall within two days of the sample collection submit copies of the completed *Effluent Sampling Field Log Sheets* to the Site Superintendent and LRP.

In the event that the pH or turbidity NAL is exceeded, the QSP shall immediately notify Site Superintendent and LRP and investigate the cause of the exceedance and identify corrective actions.

Exceedances of NALs shall be electronically reported to the State Water Board by Site Superintendent and LRP through the SMARTs system within 10 days of the conclusion of the storm event. If requested by the Regional Board, a NAL Exceedance report will be submitted. The NAL Exceedance Report must contain the following information:

- Analytical method(s), method reporting unit(s), and MDL(s) of each parameter;
- Date, place, time of sampling, visual observation, and/or measurements, including precipitation;
 and
- Description of the current BMPs associated with the sample that exceeded the NAL and the proposed corrective actions taken.

Receiving Water Monitoring Triggers

This project is not subject to Receiving Water Monitoring Triggers because it does not have a direct discharge to the receiving water.

7.7.3 SAMPLING AND ANALYSIS PLAN FOR PH, TURBIDITY, AND SSC IN RECEIVING WATER

This project is not subject to Receiving Water Monitoring.

7.7.4 SAMPLING AND ANALYSIS PLAN FOR NON-STORMWATER DISCHARGES

This Sampling and Analysis Plan for non-stormwater discharges describes the sampling and analysis strategy and schedule for monitoring pollutants in authorized and unauthorized non-stormwater discharges from the project site in accordance with the requirements of the Construction General Permit.

Sampling of non-stormwater discharges will be conducted when an authorized or unauthorized non-stormwater discharge is observed discharging from the project site. In the event that non-stormwater discharges run-on to the project site from offsite locations, and this run-on has the potential to contribute to a violation of a NAL, the run-on will also be sampled.

The following authorized non-stormwater discharges identified in Section 2.7, have the potential to be discharged from the project site.

• Non-Chlorinated potable water sources such as: fire hydrant flushing, irrigation of vegetative erosion control measures, pipe flushing and testing, water to control dust and other discharges not subject to a separate general NPDES permit adopted by the region.

In addition to the above authorized stormwater discharges, some construction activities have the potential to result in an unplanned (unauthorized) non-stormwater discharge if BMPs fail. These activities include:

- Slurries from concrete cutting and coring operations, PCC grinding or AC grinding operations;
- Slurries from concrete or mortar mixing operations;
- Chemical leaks and/or spills of any kind including but not limited to petroleum, paints, cure compounds, etc.

7.7.4.1 Sampling Schedule

Samples of authorized or unauthorized non-stormwater discharges shall be collected when they are observed.

7.7.4.2 Sampling Locations

Samples shall be collected from the discharge point of the construction site where the non-stormwater discharge is running off the project site. Site discharge locations are shown on the Site Maps in SWPPP Appendix B and include the locations identified below.

Seven (7) sampling location(s) on the project site and the contractor's yard have been identified where non-stormwater discharges may runoff from the project site. (Table 7.20)

Table 7.20 Non-s	tormwater Discharge Sample Locations	
Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
1	Heber Avenue and 14th Street	1844122.18 6783122.90
2	Heffernan Avenue and 14th Street	1844133.60 6783852.67
3	Heber Avenue and 11th Street	1845247.78 6783122.97
4	Heber Avenue and 10th Street	1845679.51 6783106.95
5	Heber Avenue and 9th Street	1846036.55 6783103.27
6	Parkyns Avenue and Heber Road/SR-86	1846383.08 6783436.13
7	Heffernan Avenue and Heber Road/SR-86	1846391.58 6783814.28

Four (4) sampling locations have been identified for the collection of non-stormwater discharges that run-on to the project site (Table 7.21).

Table 7.21 Non-stormwater Run-on Sample Locations								
Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)						
1	Heffernan Avenue and E. Fawcett Road	1843730.90 6783908.80						
2	Heber Avenue and E. Fawcett Road	1843699.33 6783170.09						
3	Heffernan Avenue and 11 th Street	1845208.13 6783908.18						
4	Parkyns Avenue and 11 th Street	1845198.82 6783431.73						

7.7.4.3 Monitor	ring Prepa	ıration			
Non-stormwater dischar	ge samples	s will be collected	by(to be comple	eted by Contrac	ctor):
Contractor	⊠ Yes	☐ No			
Consultant	☐ Yes	⊠ No			
Laboratory	☐ Yes	⊠ No			
Samples on the project completed by Contract		be collected by	the following cor	ntractor samplin	ng personnel (to be
Name/Telephone Nun	nber:				
Alternate(s)/Telephon	e Number:				
An adequate stock of mo available on the project environment that will not be available to collect s project site will include, b field meters, coolers, ap storage bags, paper tow provided in Appendix Q	t site. Mor t come into samples in out are not l opropriate n els, person	nitoring supplies a contact with rain accordance with limited to, clean ponumber and volumal rain gear, ice, a	and equipment vor direct sunlight the sampling sclowder-free nitrile one one of sample bott	will be stored in t. Personnel tra hedule. Supplie gloves, sample tles, identification	n a cool temperature ained in sampling will les maintained at the collection equipment, on labels, re-sealable
The contractor will obta analyzing samples in the			-	s, as identified	in Section 7.7.2, for
Samples on the project s	site will be	collected by the fo	ollowing (to be co	ompleted by Co	ontractor):
Company Name:					
Street Address:					
City, State Zip:					
Telephone Number:					
Point of Contact:					
Name of Sampler(s):					
Name of Alternate(s):					

The QSP or his/her designee will contact the listed laboratory or environmental consultant 24 hours prior to a planned non-stormwater discharge or as soon as an unplanned non-stormwater discharge is observed to ensure that adequate sample collection personnel, supplies for non-stormwater discharge monitoring are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.4.4 Analytical Constituents

All non-stormwater discharges that flow through a disturbed area shall, at minimum, be monitored for turbidity.

All non-stormwater discharges that flow through an area where they are exposed to pH altering materials shall be monitored for pH.

The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Non-stormwater discharge run-on shall be monitored, at minimum, for pH and turbidity. The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Table 7.22 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.22 Potential Non-Stormwater Discharge Pollutants and Water Quality Indicator Constituents							
Pollutant Source	Pollutant	Water Quality Indicator Constituent					
Disturbed Areas	Sediment	Turbidity					
Concrete Work	pH	рН					

7.7.4.5 Sample Collection

Samples shall be collected at the discharge locations where the non-stormwater discharge is leaving the project site. Potential discharge locations are shown on the Site Maps in Appendix B and identified in Section 7.7.4.2.

Grab samples shall be collected and preserved in accordance with the methods identified in Table 7.23. Only personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.4.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in Table 7.23.

7.7.4.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Turbidity and pH results shall be evaluated for compliance with NALs as identified in Section 7.7.2.7.

Runoff results shall also be evaluated for the constituents suspected in the non-stormwater discharge. Should the runoff sample indicate the discharge of a pollutant which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

Non-storm water discharge results shall be submitted with the Annual Report.

The General Permit prohibits the non-storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board.

Table 7.23 Sample Collection, Preservation and Analysis for Monitoring Pollutants in Non-Stormwater Discharges

Constituent	Minimum Sample Volume	Sample Bottle	Sample Preservation	Reporting Limit	Maximum Holding Time	
Notes:						

7.7.5 SAMPLING AND ANALYSIS PLAN FOR OTHER POLLUTANTS REQUIRED BY THE REGIONAL WATER BOARD

The Regional Water Board has not specified monitoring for additional pollutants.

7.7.6 TRAINING OF SAMPLING PERSONNEL

Sampling personnel shall be trained to collect, maintain, and ship samples in accordance with the Surface Water Ambient Monitoring program (SWAMP) 2008 Quality Assurance Program Plan (QAPrP). Training records of designated contractor sampling personnel are provided in Appendix K.

The stormwater sampler(s) and alternate(s) have received the following stormwater sampling training (to be completed by Contractor):

Name Training

The stormwater sampler(s) and alternates have the following stormwater sampling experience (to be completed by Contractor):

Name Experience

7.7.7 SAMPLE COLLECTION AND HANDLING

7.7.7.1 Sample Collection

Samples shall be collected at the designated sampling locations shown on the Site Maps and listed in the preceding sections. Samples shall be collected, maintained and shipped in accordance with the SWAMP 2008 Quality Assurance Program Plan (QAPrP).

Grab samples shall be collected and preserved in accordance with the methods identified in preceding sections.

To maintain sample integrity and prevent cross-contamination, sample collection personnel shall follow the protocols below.

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Change gloves between sites;
- Decontaminate all equipment (e.g., bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water. (Dispose of wash and rinse water appropriately [i.e., do not discharge to storm drain or receiving water]). Do not decontaminate laboratory provided sample containers;
- Do not smoke during sampling events;

- Never sample near a running vehicle;
- Do not park vehicles in the immediate sample collection area (even non-running vehicles);
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically, samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

- i. For small streams and flow paths, simply dip the bottle facing upstream until full.
- ii. For larger stream that can be safely accessed, collect a sample in the middle of the flow stream by directly dipping the mouth of the bottle. Once again making sure that the opening of the bottle is facing upstream as to avoid any contamination by the sampler.
- iii. For larger streams that cannot be safely waded, pole-samplers may be needed to safely access the representative flow.
- iv. Avoid collecting samples from ponded, sluggish or stagnant water.
- v. Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Note, that depending upon the specific analytical test, some containers may contain preservatives. These containers should **never** be dipped into the stream but filled indirectly from the collection container.

SSC samples should be taken as a normal grab sample, where the bottle is submerged facing upstream and filled. SSC samples need to be collected in a separate bottle because the analysis requires the entire volume of the bottle. Do not collect in a larger container and partition into the laboratory sample container.

7.7.7.2 Sample Handling

Turbidity and pH measurements must be conducted immediately. Do not store turbidity or pH samples for later measurement.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Cap sample containers;
- · Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler;
- Document sample information on the Effluent Sampling Field Log Sheet; and
- Complete the CoC.

All samples for laboratory analysis must be maintained between 0-6 degrees Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Ship samples that will be laboratory analyzed to the analytical laboratory right away. Hold times are measured from the time the sample is collected to the time the sample is analyzed. The General Permit requires that samples be received by the analytical laboratory within 48 hours of the physical sampling (unless required sooner by the analytical laboratory) (to be completed by Contractor).

Laboratory Name:	
Address:	

City, State Zip:	
Telephone Number:	
Point of Contact:	

7.7.7.3 Sample Documentation Procedures

All original data documented on sample bottle identification labels, *Effluent Sampling Field Log Sheet*, and CoCs shall be recorded using waterproof ink. These shall be considered accountable documents. If an error is made on an accountable document, the individual shall make corrections by lining through the error and entering the correct information. The erroneous information shall not be obliterated. All corrections shall be initialed and dated.

Duplicate samples shall be identified consistent with the numbering system for other samples to prevent the laboratory from identifying duplicate samples. Duplicate samples shall be identified in the Effluent Sampling Field Log Sheet.

Sample documentation procedures include the following:

<u>Sample Bottle Identification Labels:</u> Sampling personnel shall attach an identification label to each sample bottle. Sample identification shall uniquely identify each sample location.

<u>Field Log Sheets:</u> Sampling personnel shall complete the *Effluent Sampling Field Log Sheet* and *Receiving Water Sampling Field Log Sheet* for each sampling event, as appropriate.

<u>Chain of Custody:</u> Sampling personnel shall complete the CoC for each sampling event for which samples are collected for laboratory analysis. The sampler will sign the CoC when the sample(s) is turned over to the testing laboratory or courier.

7.8 ACTIVE TREATMENT SYSTEM MONITORING

An Active Treatment System (ATS) will be deployed on the site?

☐ Yes ☒ No

This project does not require a project specific Sampling and Analysis Plan for an ATS because deployment of an ATS is not planned.

7.9 BIOASSESSMENT MONITORING

This project is not subject to bioassessment monitoring because it is not a Risk Level 3 project.

7.10 WATERSHED MONITORING OPTION

This project is not participating in a watershed monitoring option.

This project is participating in a watershed monitoring option.

7.11 QUALITY ASSURANCE AND QUALITY CONTROL

An effective Quality Assurance and Quality Control (QA/QC) plan shall be implemented as part of the CSMP to ensure that analytical data can be used with confidence. QA/QC procedures to be initiated include the following:

- Field logs;
- Clean sampling techniques;
- CoCs:
- QA/QC Samples; and

Data verification.

Each of these procedures is discussed in more detail in the following sections.

7.11.1 FIELD LOGS

The purpose of field logs is to record sampling information and field observations during monitoring that may explain any uncharacteristic analytical results. Sampling information to be included in the field log include the date and time of water quality sample collection, sampling personnel, sample container identification numbers, and types of samples that were collected. Field observations should be noted in the field log for any abnormalities at the sampling location (color, odor, BMPs, etc.). Field measurements for pH and turbidity should also be recorded in the field log. A Visual Inspection Field Log, an Effluent Sampling Field Log Sheet, are included in Appendix Q "Example Forms".

7.11.2 CLEAN SAMPLING TECHNIQUES

Clean sampling techniques involve the use of certified clean containers for sample collection and clean powder-free nitrile gloves during sample collection and handling. As discussed in Section 7.7.7, adoption of a clean sampling approach will minimize the chance of field contamination and questionable data results.

7.11.3 CHAIN OF CUSTODY

The sample CoC is an important documentation step that tracks samples from collection through analysis to ensure the validity of the sample. Sample CoC procedures include the following:

- Proper labeling of samples;
- Use of CoC forms for all samples; and
- Prompt sample delivery to the analytical laboratory.

Analytical laboratories usually provide CoC forms to be filled out for sample containers. An example CoC is included in Appendix Q "Example Forms".

7.11.4 QA/QC SAMPLES

QA/QC samples provide an indication of the accuracy and precision of the sample collection; sample handling; field measurements; and analytical laboratory methods. The following types of QA/QC will be conducted for this project (to be completed by Contractor):

conducted for this project (to be completed by Contractor):											
□ (Requii		•			, .			uplicate minir atory analysis)	•	amplin	ig event]
	Equipm	ent Blan	ks at	t a	frequency	of of	[Insert	frequency	required	by	method]
(Only needed if equipment used to collect samples could add the pollutants to sample)											
	Field	Blanks	at a	a fr	equency	of	[Insert	frequency	required	by	method]
(Only required if sampling method calls for field blanks)											
	Travel	Blanks	at	a f	requency	of	[Insert	frequency	required	by	method]
(Required for sampling plans that include VOC laboratory analysis)											

7.11.4.1 Field Duplicates

Field duplicates provide verification of laboratory or field analysis and sample collection. Duplicate samples shall be collected, handled, and analyzed using the same protocols as primary samples. The sample location where field duplicates are collected shall be randomly selected from the discharge locations.

Duplicate samples shall be collected immediately after the primary sample has been collected. Duplicate samples must be collected in the same manner and as close in time as possible to the original sample. Duplicate samples shall not influence any evaluations or conclusion.

7.11.4.2 Equipment Blanks

Equipment blanks provide verification that equipment has not introduced a pollutant into the sample. Equipment blanks are typically collected when:

- New equipment is used;
- Equipment that has been cleaned after use at a contaminated site;
- Equipment that is not dedicated for surface water sampling is used; or
- Whenever a new lot of filters is used when sampling metals.

7.11.4.3 Field Blanks

Field blanks assess potential sample contamination levels that occur during field sampling activities. De-ionized water field blanks are taken to the field, transferred to the appropriate container, and treated the same as the corresponding sample type during the course of a sampling event.

7.11.4.4 Travel Blanks

Travel blanks assess the potential for cross-contamination of volatile constituents between sample containers during shipment from the field to the laboratory. De-ionized water blanks are taken along for the trip and held unopened in the same cooler with the VOC samples.

7.11.5 DATA VERIFICATION

After results are received from the analytical laboratory, the QSP shall verify the data to ensure that it is complete, accurate, and the appropriate QA/QC requirements were met. Data must be verified as soon as the data reports are received. Data verification shall include:

- Check the CoC and laboratory reports.
 Make sure all requested analyses were performed and all samples are accounted for in the reports.
- Check laboratory reports to make sure hold times were met and that the reporting levels meet or are lower than the reporting levels agreed to in the contract.
- Check data for outlier values and follow up with the laboratory.
 Occasionally typographical errors, unit reporting errors, or incomplete results are reported and should be easily detected. These errors need to be identified, clarified, and corrected quickly by the laboratory. The QSP should especially note data that is an order of magnitude or more different than similar locations or is inconsistent with previous data from the same location.
- Check laboratory QA/QC results. EPA establishes QA/QC checks and acceptable criteria for laboratory analyses. These data are typically reported along with the sample results. The QSP shall evaluate the reported QA/QC data to check for contamination (method, field, and equipment blanks), precision (laboratory matrix spike duplicates), and accuracy (matrix spikes and laboratory control samples). When QA/QC checks are outside acceptable ranges, the laboratory must flag the data, and usually provides an explanation of the potential impact to the sample results.
- Check the data set for outlier values and, accordingly, confirm results and re-analyze samples where appropriate.
 Sample re-analysis should only be undertaken when it appears that some part of the QA/QC

Sample re-analysis should only be undertaken when it appears that some part of the QA/QC resulted in a value out of the accepted range. Sample results may not be discounted unless the analytical laboratory identifies the required QA/QC criteria were not met and confirms this in writing.

Field data including inspections and observations must be verified as soon as the field logs are received, typically at the end of the sampling event. Field data verification shall include:

- Check field logs to make sure all required measurements were completed and appropriately documented;
- Check reported values that appear out of the typical range or inconsistent;
 Follow-up immediately to identify potential reporting or equipment problems, if appropriate, recalibrate equipment after sampling;
- Verify equipment calibrations;
- Review observations noted on the field logs; and
- Review notations of any errors and actions taken to correct the equipment or recording errors.

7.12 RECORDS RETENTION

All records of stormwater monitoring information and copies of reports (including Annual Reports) must be retained for a period of at least three years from date of submittal or longer if required by the Regional Water Board.

Results of visual monitoring, field measurements, and laboratory analyses must be kept in the SWPPP along with CoCs, and other documentation related to the monitoring.

Records are to be kept onsite while construction is ongoing. Records to be retained include:

- The date, place, and time of inspections, sampling, visual observations, and/or measurements, including precipitation;
- The individual(s) who performed the inspections, sampling, visual observation, and/or field measurements:
- The date and approximate time of field measurements and laboratory analyses;
- The individual(s) who performed the laboratory analyses;
- A summary of all analytical results, the method detection limits and reporting limits, and the analytical techniques or methods used;
- · Rain gauge readings from site inspections;
- QA/QC records and results;
- Calibration records:
- Visual observation and sample collection exemption records;
- The records of any corrective actions and follow-up activities that resulted from analytical results, visual observations, or inspections; [and]
 - [NAL Exceedance Reports].

SECTION 8 REFERENCES

Project Plans and Specifications No. 6953CAPP dated 08/16/2023, prepared by Kimley-Horn and Associates.

State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available online at: http://www.waterboards.ca.gov/water-issues/programs/stormwater/construction.shtml.

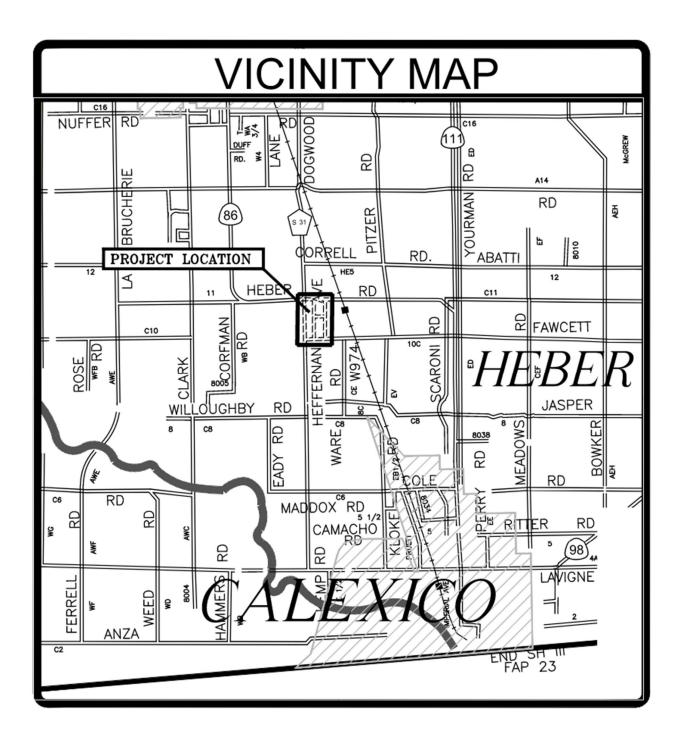
State Water Resources Control Board (2010). Order 2010-0014-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available online at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

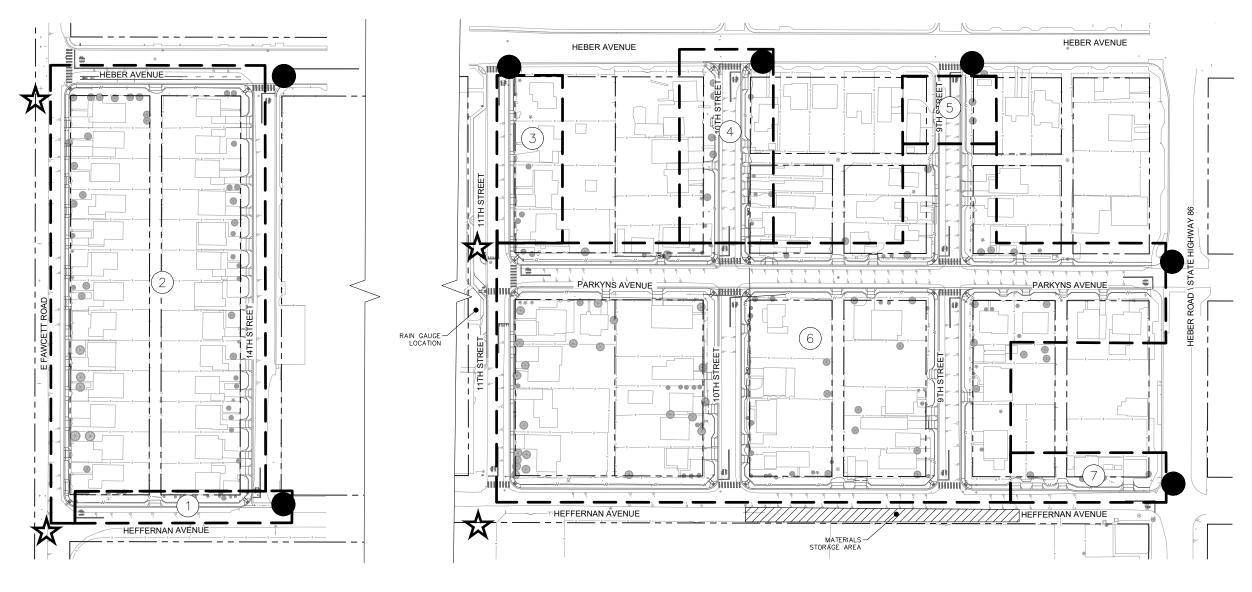
State Water Resources Control Board (2012). Order 2012-0006-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available online at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

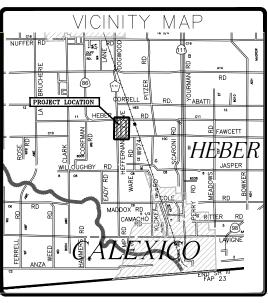
CASQA (2019). Construction BMP Handbook. Available online at: www.casqa.org Geotechnical Engineering Report, October 2021. Prepared by Landmark Consultants Inc.

APPENDIX A: CONSTRUCTION GENERAL PERMIT

To reduce file size, only the Construction General Permit Order and Attachment C (Attachment D for RL 2) are included in this SWPPP. The Construction General Permit can be accessed in its entirety online, https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml







DRAINAGE AREAS	
NUMBER	AREA
1	267,796 SF
2	20,144 SF
3	31,982 SF
4	52,819 SF
5	18,468 SF
6	459,085 SF
7	22,454 SF
TOTAL	872,748 SF

LEGEND

.ccccccccccc. SAND BAGS-CASQA SE-8

8/16/23

DATE

SAMPLING LOCATION (RUN-ON)

SAMPLING LOCATION (RUN-OFF)

12/31/24

REG. EXP.







REVISION	DATE	COMMENTS



PREPARED UNDER THE DIRECT SUPERVISION OF: 89464 R.C.E. No. NICHOLAS J. OLESKOWICZ



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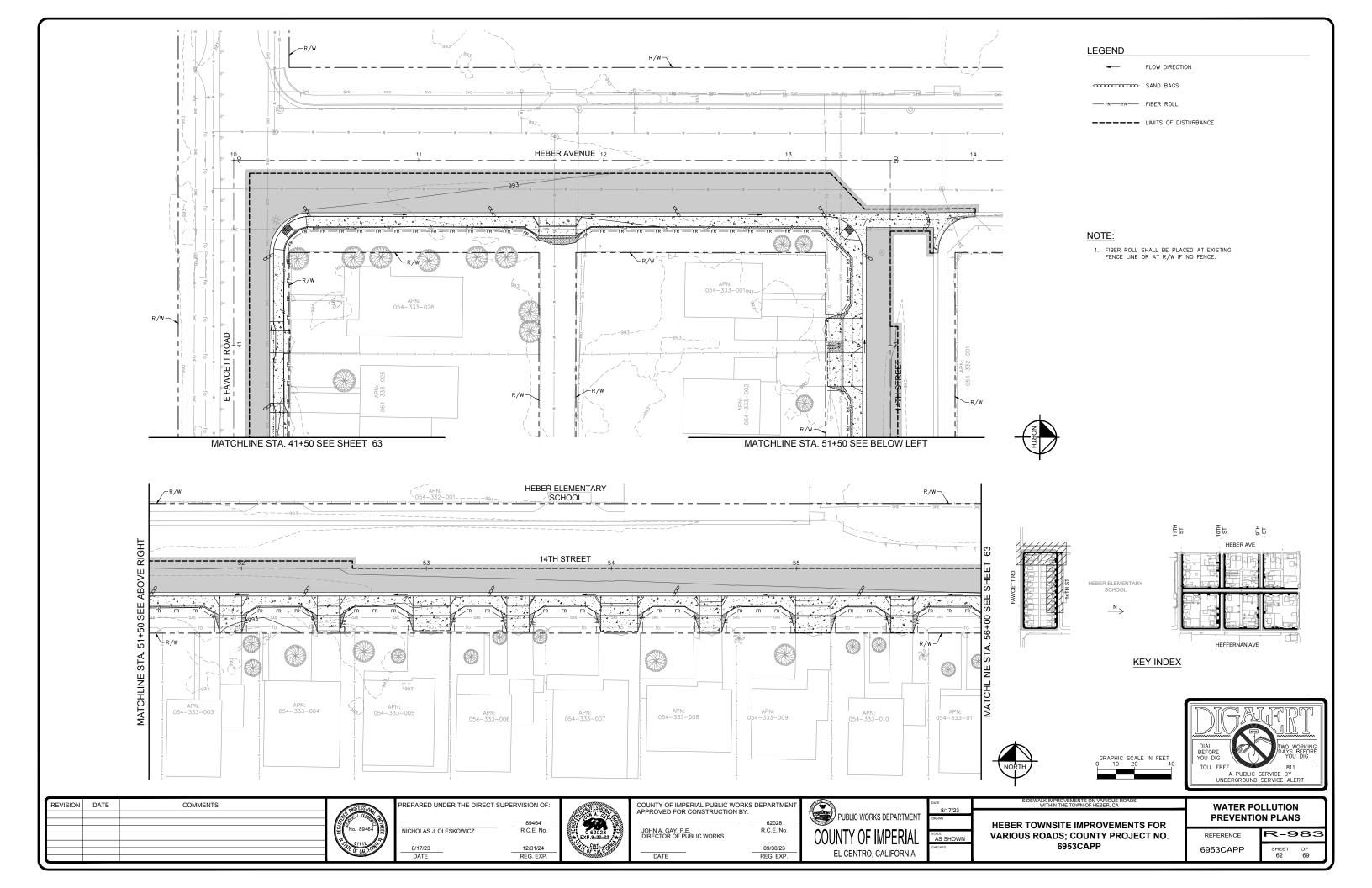
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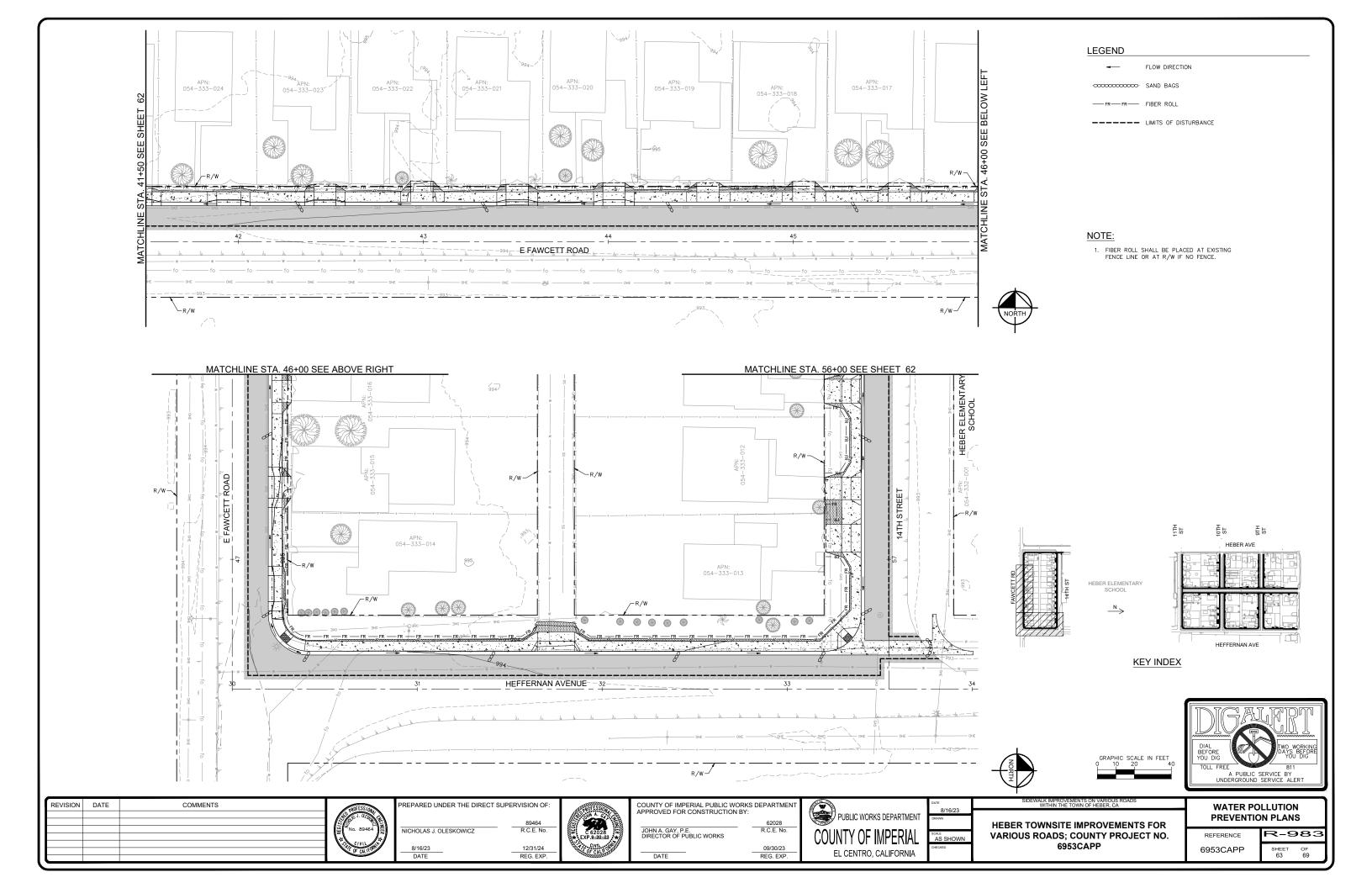
3/16/23	WITHIN THE TOWN OF HEBER, CA
3/16/23	
'	HEBER TOWNSITE IMPROVEMENTS FOR
SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
ED	6953CAPP

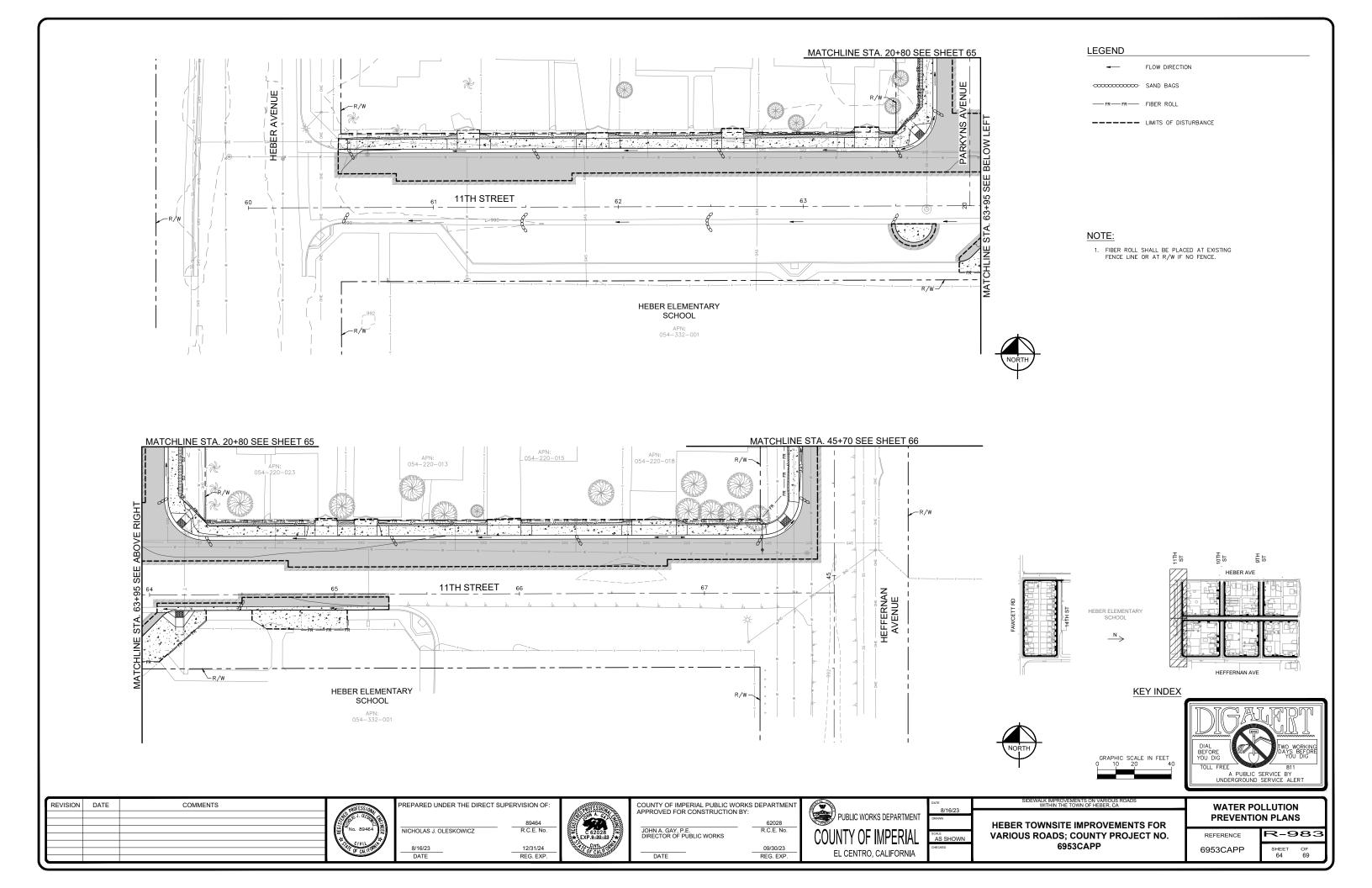
WATER POLLUTION REVENTION PLANS-SITE MAP		
REFERENCE	R-983	

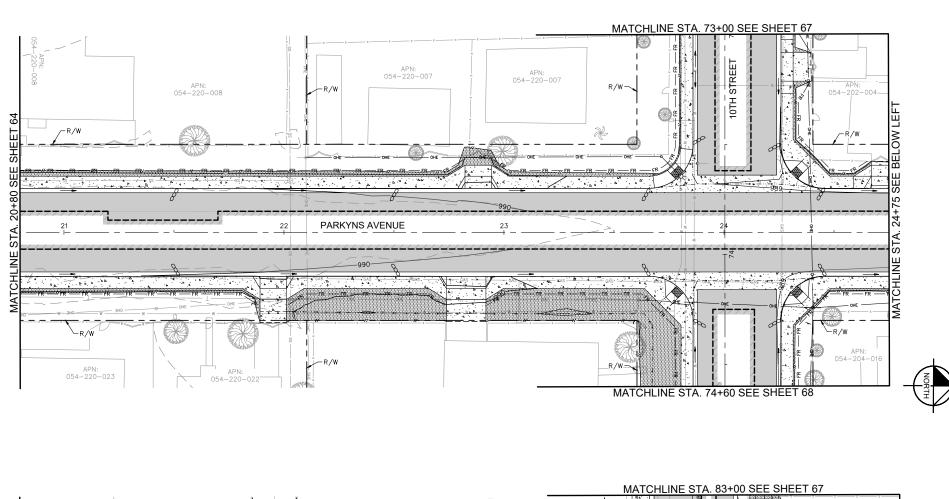
REFERENCE 6953CAPP

SHEET 61







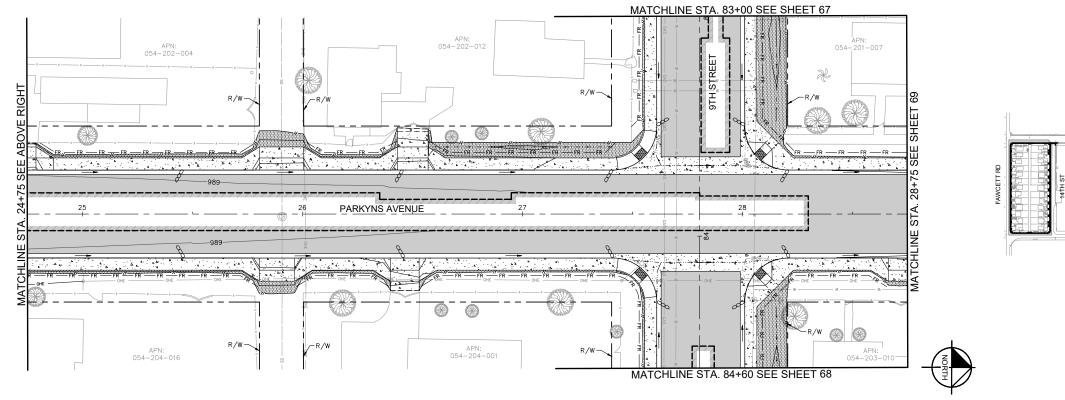


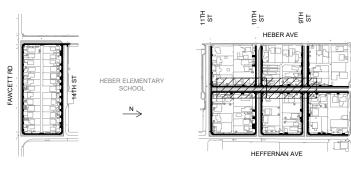


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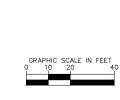
LEGEND

 FIBER ROLL SHALL BE PLACED AT EXISTING FENCE LINE OR AT R/W IF NO FENCE.





KEY INDEX





REVISION	DATE	COMMENTS



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89464

NICHOLAS J. OLESKOWICZ

8/16/23

12/31/24



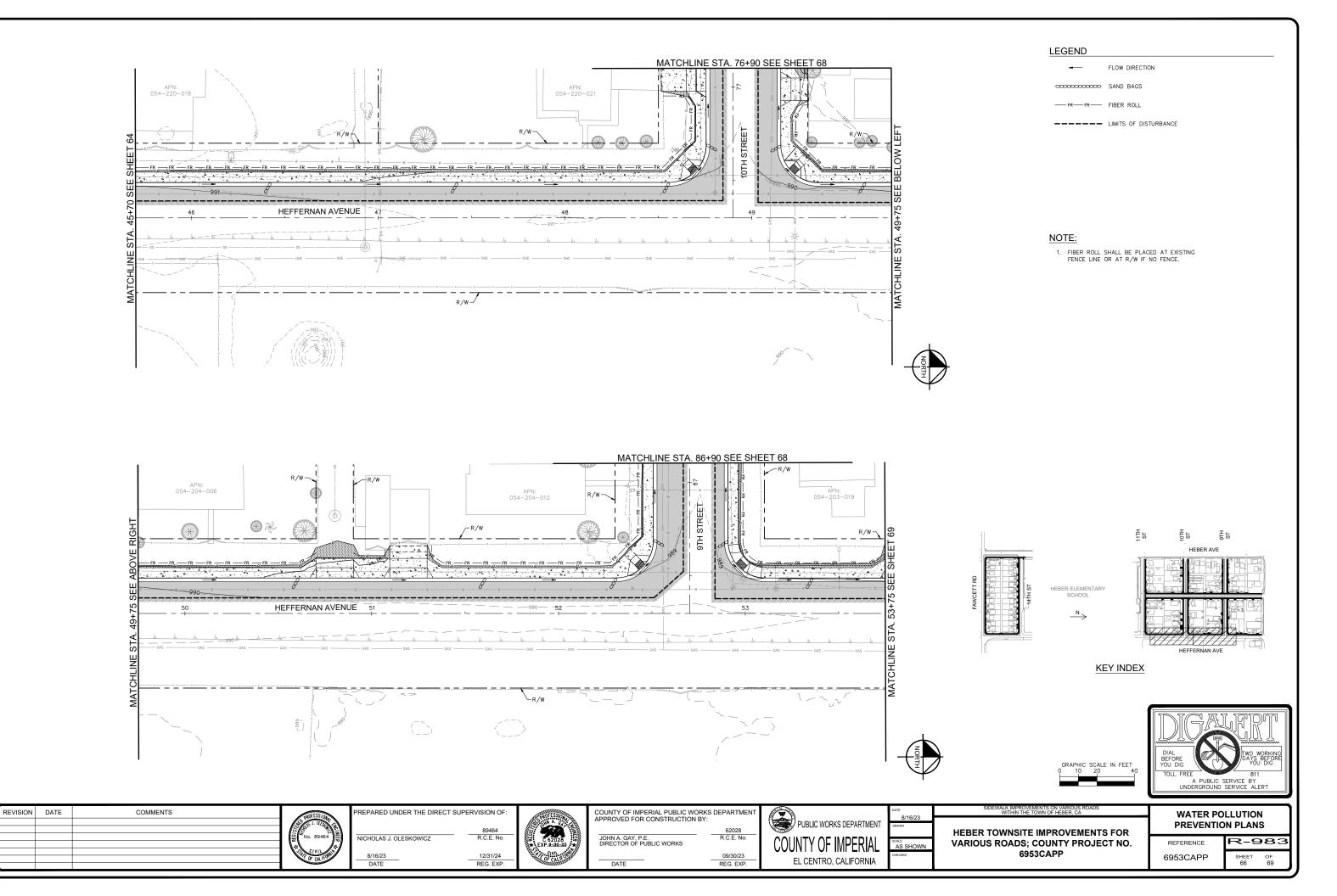
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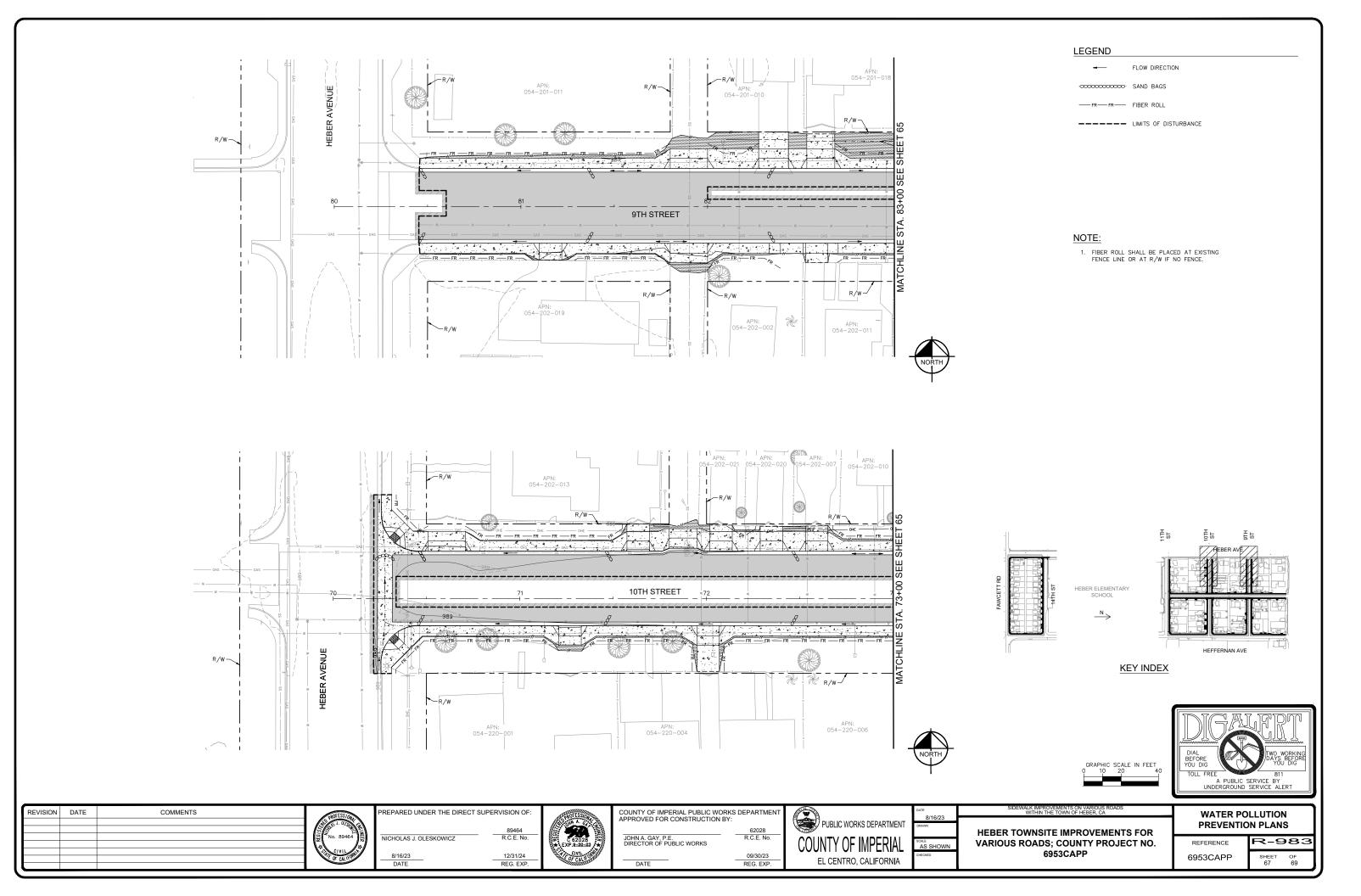
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	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
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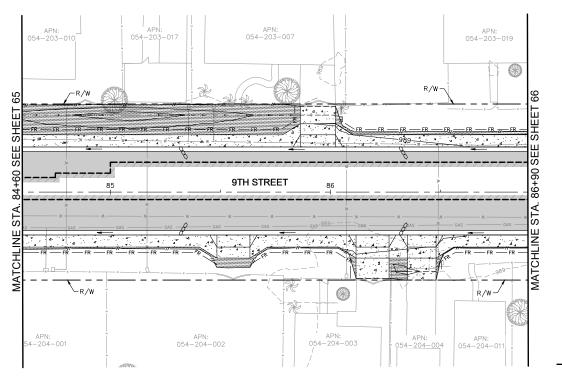
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	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
8/16/23	
IN .	HEBER TOWNSITE IMPROVEMENTS FOR
SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
KED	6953CAPP

WATER POLLUTION PREVENTION PLANS









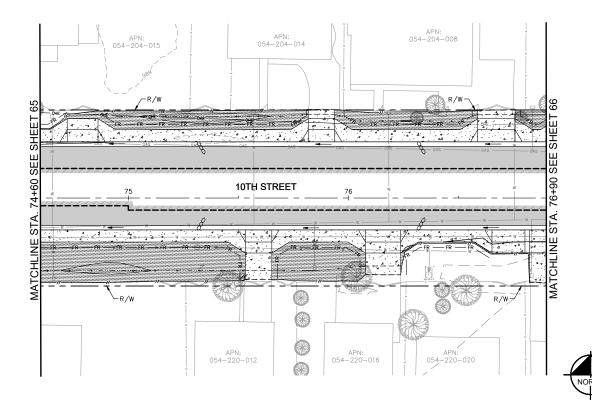
LEGEND

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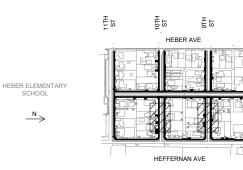
FLOW DIRECTION

---- LIMITS OF DISTURBANCE









KEY INDEX





REVISION	DATE	COMMENTS



PREPARED UNDER THE DIRECT SUPERVISION OF: 89464 R.C.E. No. NICHOLAS J. OLESKOWICZ 12/31/24 8/16/23

DATE



REG. EXP.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: 62028 R.C.E. No. JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS 09/30/23 REG. EXP.

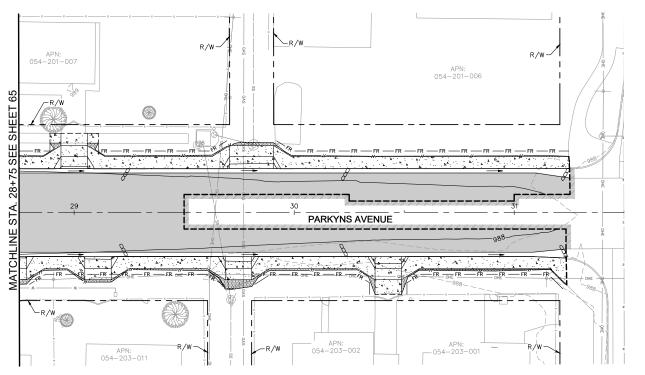
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WATER POLLUTION PREVENTION PLANS

R-983 REFERENCE 6953CAPP

SHEET 68

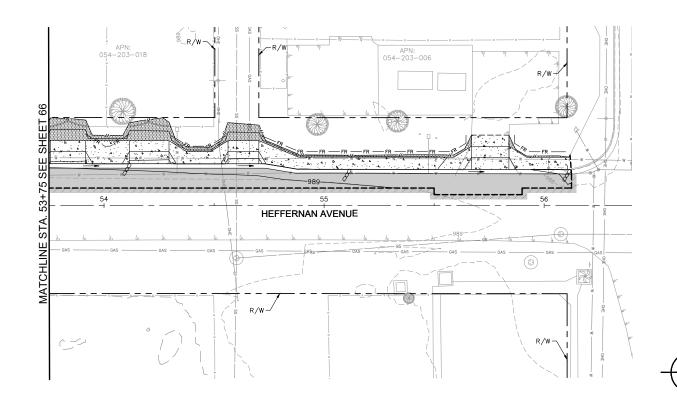


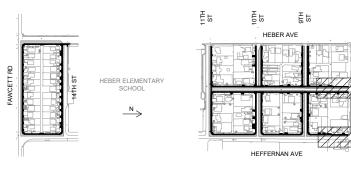


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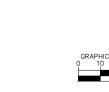
FIBER ROLL SHALL BE PLACED AT EXISTING FENCE LINE OR AT R/W IF NO FENCE.







KEY INDEX





REVISION	DATE	COMMENTS



PREPARED UNDER THE DIRECT SUPERVISION OF: 89464 R.C.E. No. NICHOLAS J. OLESKOWICZ 12/31/24 REG. EXP. 8/16/23

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: 62028 R.C.E. No. JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS 09/30/23 REG. EXP.

PUBLIC WORKS DEPARTMENT EL CENTRO, CALIFORNIA

8/16/23 HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

WATER POLLUTION PREVENTION PLANS

REFERENCE 6953CAPP R-983

Permit Registration Documents included in this Appendix:

Y/N	Permit Registration Document
	Notice of Intent
	Risk Assessment
	Certification
	Post-Construction Water Balance
	Copy of Annual Fee Receipt
N	ATS Design Documents
Υ	Site Map, see Appendix B

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Project Name: Project Number: Qualified SWPPP Developer's Certification of the Stormwater Pollution Prevention Plan Amendment

"This Stormwater Pollution Prevention Plan and its appendices were prepared under my direction to meet the requirements of the California Construction General Permit (SWRCB Order No. 2009-009-DWQ as amended by 2010-0014-DWQ and 2012-0006-DWQ). I certify that I am a Qualified SWPPP Developer in good standing as of the date signed below."

QSD's Signature	Date
.	
QSD Name	QSD Certificate Number
Title and Affiliation	Telephone
	·
Address	Email

December 2019

Log of Updated PRDs

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit covered acreage is to be sought. The SWPPP shall be modified appropriately, with revisions and amendments recorded in Appendix C. Updated PRDs submitted electronically via SMARTS can be found in this Appendix.

This appendix includes all of the following updated PRDs (check all that a	apply):
Revised Notice of Intent (NOI);	
Revised Site Map;	
Revised Risk Assessment;	
□ New landowner's information (name, address, phone number, email a	nddress); and
New signed certification statement.	
Legally Responsible Person [if organization]	
Signature of [Authorized Representative of] Legally	 Date
Responsible Person or Approved Signatory	Date
Name of [Authorized Representative of] Legally Responsible Person or Approved Signatory	Telephone Number

APPENDIX F.	CONSTRUCTION SCHEDULE
	Contractor to provide and update schedule as needed.

General Work Activity/ Products With Potential Stormwater Pollutants	Specific Work Activity/Products With Potential Stormwater Pollutants	Pollutant Categories
Adhesives	 Adhesives, glues, resins, epoxy synthetics, PVC cement Caulks, sealers, putty, sealing agents and Coal tars (naphtha, pitch) 	Oil and Grease, Synthetic Organics ¹
Asphalt paving/curbs	Hot and cold mix asphalt	Oil and Grease
Cleaners	 Polishes (metal, ceramic, tile) Etching agents Cleaners, ammonia, lye, caustic sodas, bleaching agents and chromate salts 	Metals, Synthetic Organics
Concrete / Masonry	 Cement and brick dust Colored chalks Concrete curing compounds Glazing compounds Surfaces cleaners Saw cut slurries Tile cutting 	Metals, Synthetic Organics
Drywall	Saw-cutting drywall	Metals
Framing/Carpentry	Sawdust, particle board dust, and treated woodsSaw cut slurries	Metals, Synthetic Organics
Heating, Ventilation, Air Conditioning	Demolition or construction of air condition and heating systems	Metals, Synthetic Organics
Insulation	Demolition or construction involving insulation, venting systems	Metals, Synthetic Organics
Liquid waste	Wash watersIrrigation line testing/flushing	Metals, Synthetic Organics
Painting	Paint thinners, acetone, methyl ethyl ketone, stripper paints, lacquers, varnish, enamels, turpentine, gum spirit, solvents, dyes, stripping pigments and sanding	Metals, Synthetic Organics

Planting / Vegetation Management	 Vegetation control (pesticides/herbicides) Planting Plant maintenance Vegetation removal 	Nutrients, Metals, Synthetic Organics
Plumbing	 Solder (lead, tin), flux (zinc chloride), pipe fitting Galvanized metal in nails, fences, and electric wiring 	Metals, Synthetic Organics
Pools/fountains	Chlorinated water	Synthetic Organics
Removal of existing structures	 Demolition of asphalt, concrete, masonry, framing, roofing, metal structures. 	Metals, Oil and Grease, Synthetic Organics
Roofing	FlashingSaw cut slurries (tile cutting)Shingle scrap and debris	Metals, Oil and Grease, Synthetic Organics
Sanitary waste	Portable toiletsDisturbance of existing sewer lines.	Nutrients
Soil preparation/amendments	Use of soil additives/amendments	Nutrients
Solid waste	Litter, trash and debrisVegetation	Gross Pollutants
Utility line testing and flushing	Hydrostatic test waterPipe flushing	Synthetic Organics
Vehicle and equipment use	Equipment operationEquipment maintenanceEquipment washingEquipment fueling	Oil and Grease

¹ Synthetic Organics are defined in Table 1.2 of the CASQA *Stormwater BMP Handbook Portal: Construction* as adhesives, cleaners, sealants, solvents, etc. These are generally categorized as VOCs or SVOCs.

Table G.1 Construction Activities and Associated Pollutants						
Phase	Activity	Associated Materials or Pollutants	Pollutant Category ⁽¹⁾			
Grading and Land Development						
Streets and Utilities Phase						
Vertical Construction Phase						
Landscaping and Site Stabilization Phase						

⁽¹⁾ Categories per CASQA BMP Handbook (i.e., Sediment, Nutrients, Bacteria and Viruses, Oil and Grease, Metals, Synthetic Organics, Pesticides, Gross Pollutants, and Vector Production)

APPENDIX	Н:	CASQA	STORMWATER	BMP	HANDBOOK	PORTAL:	CONSTRUCTION	FACT
		SHE	ETS					

BMP INSPECTION REPORT

Date and Time of Insp	pection:	Date Report Written:				
Inspection Type: (Circle one)	Weekly Pre-Storm Complete Parts Complete Parts I,II,III and VII I,II,IV and VII		te Parts	During Rain Event Complete Parts I, II, III, V, and VII	Post-Storm Complete Parts I,II,III,VI and VII	
Part I. General Inform	nation					
		Site Info	ormation			
Construction Site Nam	ne:					
Construction stage an completed activities:	d			Approximate area of site that is expose	ed:	
Photos Taken: (Circle one)	Yes		No	Photo Reference ID	s:	
		Wea	ather			
Estimate storm beginn (date and time)	ning:		Estimate s (hours)	Estimate storm duration: (hours)		
Estimate time since la (days or hours)	st storm:		Rain gaug (in)	e reading and location	:	
Is a "Qualifying Event" If yes, summarize fore	' predicted or did one od ecast:	ccur (i.e., 0	.5" rain with	48-hrs or greater betv	veen events)? (Y/N)	
-	ation (explanation requires siness hours or during o	-				
Inspector Information						
Inspector Name:				Inspector Title:		
Signature:				Date:		
Part II RMP Observe	ations Describe defici	oncies in I	Part III			

CASQA SWPPP Template 81 December 2019

Minimum BMPs for Risk Level Sites	Failures or other short comings (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Construction Materials			
Inventory of products (excluding materials designed to be outdoors)			
Stockpiled construction materials not actively in use are covered and bermed			
All chemicals are stored in watertight containers with appropriate secondary containment, or in a completely enclosed storage shed			
Construction materials are minimally exposed to precipitation			
BMPs preventing the off-site tracking of materials are implemented and properly effective			
Good Housekeeping for Waste Management			
Wash/rinse water and materials are prevented from being disposed into the storm drain system			
Portable toilets are contained to prevent discharges of waste			
Sanitation facilities are clean and with no apparent for leaks and spills			
Equipment is in place to cover waste disposal containers at the end of business day and during rain events			
Discharges from waste disposal containers are prevented from discharging to the storm drain system / receiving water			
Stockpiled waste material is securely protected from wind and rain if not actively in use			
Procedures are in place for addressing hazardous and non-hazardous spills			
Appropriate spill response personnel are assigned and trained			
Equipment and materials for cleanup of spills is available onsite			
Washout areas (e.g., concrete) are contained appropriately to prevent discharge or infiltration into the underlying soil			
Good Housekeeping for Vehicle Storage and Maintenance			
Measures are in place to prevent oil, grease, or fuel from leaking into the ground, storm drains, or surface waters			
All equipment or vehicles are fueled, maintained, and stored in a designated area with appropriate BMPs			
Vehicle and equipment leaks are cleaned immediately and disposed of properly			

Part II. BMP Observations Continued. Describe deficiencies in Part III.			
Minimum BMPs for Risk Level Sites	Adequately designed, implemented and effective (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Landscape Materials	•		
Stockpiled landscape materials such as mulches and topsoil are contained and covered when not actively in use			
Erodible landscape material has not been applied 2 days before a forecasted rain event or during an event			
Erodible landscape materials are applied at quantities and rates in accordance with manufacturer recommendations			
Bagged erodible landscape materials are stored on pallets and covered			
Good Housekeeping for Air Deposition of Site Materials			
Good housekeeping measures are implemented onsite to control the air deposition of site materials and from site operations			
Non-Stormwater Management			
Non-Stormwater discharges are properly controlled			
Vehicles are washed in a manner to prevent non-stormwater discharges to surface waters or drainage systems			
Streets are cleaned in a manner to prevent unauthorized non- stormwater discharges to surface waters or drainage systems.			
Erosion Controls			
Wind erosion controls are effectively implemented			
Effective soil cover is provided for disturbed areas inactive (i.e., not scheduled to be disturbed for 14 days) as well as finished slopes, open space, utility backfill, and completed lots			
The use of plastic materials is limited in cases when a more sustainable, environmentally friendly alternative exists.			
Sediment Controls			
Perimeter controls are established and effective at controlling erosion and sediment discharges from the site			
Linear sediment control along toe of slope, face of slope and at grade breaks			
Ensure all storm, drain inlets and perimeter controls, runoff control BMPs and pollutants controls at entrances and exits are maintained and protected from activities that reduce their effectiveness			
Inspect all immediate access roads daily			

Run-On and Run-Off Controls			
Run-on to the site is effectively managed and directed away from all disturbed areas.			
Other			
Are the project SWPPP and BMP plan u being properly implemented?	Are the project SWPPP and BMP plan up to date, available onsite and being properly implemented?		
Part III. Descriptions of BMP Defic	ciencies		
Deficiency	Repairs Implemented: Note - Repairs must begin within 72 hours of identification and, complete repairs as soon as possible.		
	Start Date	Action	
1.			
2.			
3.			
4.			
Part IV. Additional Pre-Storm Observaterials, sheen, discoloration, to		•	•
			Yes, No, N/A
Do stormwater storage and containment	areas have adeq	uate freeboard? If no, complete Part	t III.
Are drainage areas free of spills, leaks, and describe below.	or uncontrolled po	Ilutant sources? If no, complete Par	rt VII
Notes:			
Are stormwater storage and containment and describe below.	nt areas free of lea	aks? If no, complete Parts III and/or	r VII
Notes:			

Outfall, Discharge Point, or	Other Downstream Location	
Location	Description	

Part VI. Additional Post-Storm Observations. Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event, and observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Complete Part VII (Corrective Actions) as needed. Discharge Location, Storage or Containment Area Visual Observation		
	locations within two business days discharge of stored or contained storain event producing precipitation or	(48 hours) after each qualifying rain event, and observe (inspect) the ormwater that is derived from and discharged subsequent to a qualifying
Containment Area	Discharge Location, Storage or	Visual Observation
	Containment Area	

Part VII. Additional Corrective Actions Required. Identify additional corrective actions not included with BMP Deficiencies (Part III) above. Note if SWPPP change is required.		
Required Actions	Implementation Date	

Rain Event Action Plan (REAP)			
Date:	☐ NOAA Report Attached	WDID Number:	
Date Rain Predicted:	Prec	dicted % chance of rain:	
Site Information:			
Site Name, City and Zip Code	Project Risk Level:		
Site Stormwater Manager Information			
Name, Company, Emergency Phone N			
Erosion and Sediment Control Contr	actor (labor force contracted for the Site):	:	
Name, Company, Emergency Phone N	umber (24/7)		
Stormwater Sampling Agent:			
Name, Company, Emergency Phone N	Limber (24/7)		
Name, Company, Emergency Frione N	Current Phase of Construction		
	(Check ALL the boxes below that apply to th	ne site).	
☐ Grading and Land Development	☐ Vertical Construction	☐Inactive Site	
☐ Streets and Utilities	☐ Final Landscaping/Site Stabilization	☐Other:	
	Activities Associated with Currer		
	he boxes below that apply to the site (some a	apply to all Phases).	
Grading and Land Development:			
☐ Demolition	☐ Vegetation Removal	□ Vegetation Salvage-Harvest	
Rough Grade	☐ Finish Grade	☐ Blasting	
Soil Amendment(s):	Excavation (ft)	☐ Soils Testing	
Rock Crushing	☐ Erosion and Sediment Control	Surveying	
Equip. Maintenance/Fueling	☐ Material Delivery and Storage	Other:	
Streets and Utilities:	_	_	
Finish Grade	Utility Install: water-sewer-gas	☐ Paving Operations	
Equip. Maintenance/Fueling	☐ Storm Drain Installation	☐ Material Delivery & Storage	
Curb and Gutter/Concrete Pour	☐ Masonry	Other:	
Vertical Construction:	_	_	
☐ Framing	☐ Carpentry	☐ Concrete/Forms/Foundation	
Masonry	☐ Electrical	☐ Painting	
☐ Drywall/Interior Walls	☐ Plumbing	☐ Stucco	
☐ Equip. Maintenance/Fueling	☐ HVAC ☐ Insulation	☐ Tile	
☐ Exterior Siding☐ Flooring	☐ Roofing	☐ Landscaping & Irrigation☐ Other:	
Final Landscaping & Site Stabilization	·	□ Other.	
		T FOC Control DMD Domonal	
Stabilization	☐ Vegetation Establishment	☐ E&S Control BMP Removal	
☐ Finish Grade	☐ Storage Yard/ Material Removal☐ Irrigation System Testing	☐ Landscape Installation	
☐ Painting and Touch-Up ☐ Drainage Inlet Stencils	☐ Inlet Filtration	☐ Other:☐ Perm. Water Quality Ponds	
Other:	Other:	Other:	
Inactive Construction Site:	_ calca.	_ 0.10.	
☐ E & S Control Installation	☐ Routine Site Inspection	☐ Trash Removal	
☐ E & S Control Maintenance	☐ Street Sweeping	Other:	

Page 1 of 3

December 2019

REAP (Continued)			
Active on Site during Current Phase(s) (Check ALL the boxes below that apply to your site)			
Storm Drain Improvement	☐ Grading Contractor	☐ Surveyor- Soil Technician	
☐ Street Improvements	☐ Water Pipe Installation	☐ Sanitary Station Provider	
☐ Material Delivery	☐ Sewer Pipe Installation	☐ Electrical	
☐ Trenching	☐ Gas Pipe Installation	☐ Carpentry	
☐ Concrete Pouring	☐ Electrical Installation	☐ Plumbing	
☐ Foundation	☐ Communication Installation	☐ Masonry	
☐ Demolition	☐ Erosion and Sediment Control	☐ Water, Sewer, Electric Utilities	
☐ Material Delivery	☐ Equipment Fueling/Maintenance	☐ Rock Products	
☐ Tile Work- Flooring	☐ Utilities, e.g., Sewer, Electric	☐ Painters	
☐ Drywall	Roofers	☐ Carpenters	
☐ HVAC installers	Stucco	☐ Pest Control: e.g., Termites	
☐ Exterior Siding	☐ Masons	☐ Water Feature Installation	
☐ Insulation	Landscapers	☐ Utility Line Testers	
☐ Fireproofing	Riggers	☐ Irrigation System Installation	
☐ Steel Systems	☐ Utility Line Testers	Other:	
Trade Contractor Information Provided (Check ALL the boxes below that apply to the site.)			
☐ Educational Material Handout	☐ Tailgate Meetings	☐ Training Workshop	
☐ Contractual Language	☐ Fines and Penalties	Signage	
Other:	Other:	Other:	

Predicted Rain Event-Triggered Actions	
Below is a list of suggested actions and items to review for this project. Each active Trade should check all mate	rial
storage areas, stockpiles, waste management areas, vehicle and equipment storage and maintenance, areas of ac	tive
soil disturbance, and areas of active work to ensure the proper implementation of BMPs. Project-wide BMPs sho	ould
be checked and cross-referenced to the BMP progress map.	
Trade or Activity Suggested action(s) to perform / item(s) to review prior to rain event	
☐ Information & ☐ Inform trade supervisors of predicted rain	
Scheduling	
☐ Alert erosion/sediment control provider	
☐ Alert sample collection contractor (if applicable)	
☐ Schedule staff for extended rain inspections	
☐ Check Erosion and Sediment Control (ESC) material stock	
☐ Review BMP progress map	
☐ Hours of operation verified for upcoming storm event	
Other:	
☐ Material storage ☐ Material under cover or in sheds (e.g., treated woods and metals)	
areas Perimeter control around stockpiles	
☐ Stockpiles covered (as applicable)	
☐ Other:	
☐ Waste ☐ Dumpsters closed and drain holes plugged	
management areas Recycling bins covered	
Portable restrooms have secondary containment and protected from tipping over	

Page 2 of 3

REAP (Continued)	
Frade or Activity, Continued	Suggested action(s) to perform / item(s) to review prior to rain event
☐ Trade operations	☐ Exterior operations shut down for event (e.g., no concrete pours or paving) ☐ Soil treatments (e.g., fertilizer, soil binder) ceased within 24 hours of event
	☐ Materials and equipment (e.g., tools) properly stored and covered
	☐ Waste and debris disposed in covered dumpsters or removed from site
	☐ Trenches and excavations protected
	☐ Perimeter controls around disturbed areas
	☐ Fueling and repair areas covered and bermed
	Other:
☐ Erosion and Sediment Control	☐ Adequate capacity in sediment basins and traps
	☐ Site perimeter and slope controls in place
	☐ Catch basin and drop inlet protection in place and cleaned
	☐ Temporary erosion controls deployed
	☐ Roads swept; site ingress and egress points stabilized
	☐ Temporary perimeter controls deployed around disturbed areas and stockpiles
	☐ Other:
☐ Concrete washout	Adequate capacity for rain or covered
	Other:
☐ Spill and drips	☐ All incident spills and drips cleaned, including paint, stucco, fuel, and oil
	☐ Drip pans emptied
	Other:
Other / Discussion / Diagrams	
U Other / Discussion / Diagrams	
General Permit by me or	law that this Rain Event Action Plan (REAP) will be performed in accordance with the under my direction or supervision in accordance with a system designed to assure that
	ly gathered and evaluated the information submitted. Based on my inquiry of the persons
-	, or those persons directly responsible for gathering the information, the information
	of my knowledge and belief, true, accurate, and complete. I am aware that there are
	bmitting false information, including the possibility of fine and imprisonment for knowing
violations.	
	Deter
	Date:

Qualified SWPPP Practitioner

Page 3 of 3

APPENDIX K: TRAINING REPORTING FORM

Trained Contractor Personnel Log

Stormwater Management Training Log and Documentation

Project Name:		
Parity of Marchan		
Project Number: —		
Stormwater Management Topic: (check as appropriate)	
☐ Erosion Control	☐ Sediment Control	
☐ Wind Erosion Control	☐ Tracking Control	
☐ Non-Stormwater Management	☐ Waste Management and M	Materials Pollution Control
☐ Stormwater Sampling		
Specific Training Objective:		
Location:	Date:	
Instructor:	Telephone:	
Course Length (hours):		
Attendee	Roster (Attach additional forms if	necessary)
Name	Company	Phone

As needed, add proof of external training (e.g., course completion certificates, credentials for QSP, QSD).

APPENDIX L: RESPONSIBLE PARTIES

Identification of C)SP							
Project Name:								
Project Number:								
Γhe following are QSPs associated with this project								
Name of Personnel ⁽¹⁾	Company	Date						

⁽¹⁾ If additional QSPs are required on the job site add additional lines and include information here

APPENDIX M: CONTRACTORS AND SUBCONTRACTORS

Contractor to include a list of Contractors and Subcontractors engaged in the project.

APPENDIX N: CALCULATIONS

APPENDIX O: WEATHER REPORTS

The discharger must obtain the precipitation forecast information from the National Weather Service Forecast Office (http://forecast.weather.gov).

A printed copy should be retained in this Appendix.

APPENDIX P: MONITORING RECORDS



Rain Gauge Log Sheet									
Construction Site Name:									
WDID #:									
Date (mm/dd/yy)	Time (24-hr)	Initials	Rainfall Depth (Inches)	Notes:					

Date and Time of Inspection: Inspection Type:				Level 1, 2, 3	Chaot					
Inspection Type:	Visual Inspection Field Log Sheet									
Site Information Site Information Construction Site Name: Construction Site Name: Constru	Date and Time of Inspect	ion:		F	Report Date:	T.				
Site Information	Inspection Type:	☐ Weekly	□ Before	☐ During	☐ Following	☐ Conta	ained	□ Quarterly		
Construction Site Name: Construction stage and completed activities: Date Rain Predicted to Occur:			predicted rain	rain event	qualifying	stormwate	er	non-		
Construction Site Name: Construction stage and completed activities: Date Rain Predicted to Occur: Estimate storm beginning: (date and time) Observations: (date and time) Observations: If yes identify location Odors Yes No Sheen Yes No Discolorations Yes No Sheen Yes No Turbidity					rain event	release		stormwater		
Approximate area of exposed site:	Construction City Name		Site I	nformation						
Completed activities: Weather and Observations	Construction Site Name:									
Date Rain Predicted to Occur:	=									
Date Rain Predicted to Occur: Estimate storm beginning: Estimate storm duration: last storm: (days or hours) (inches)	completed activities:		Weather a	nd Observatio		or exposed	site:			
Estimate storm beginning: Estimate storm Contract Contract	Date Rain Predicted to O	ccnr.	vveatilei ai	ilu Obseivatio		chance of ra	ain·			
Contractive	Date Rain Fredricted to C	oour.			1 Todiotod 70		uii i.			
Clate and time Chours Clays or hours Clays or hours	Estimate storm b	peginning:					Rain	gauge reading:		
Observations: If yes identify location Odors Yes No Suspended Material Yes No Suspended Materia										
No	,		(n	ours)	(days or	nours)		(inches)		
Suspended Material Yes No Sheen Yes No Discolorations Yes No Turbidity Yes No Site Inspections Outfalls or BMPs Evaluated Deficiencies Noted	Observations: If yes ident	tity location								
Suspended Material Yes No Sheen Yes No Discolorations Yes No Turbidity Yes No Site Inspections Outfalls or BMPs Evaluated Deficiencies Noted (add additional sheets or attached detailed BMP Inspection Checklists) Photos Taken: Yes No Photo Reference IDs: Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Name: Inspector Title: Signature: Date:	Odors	Yes 🗆 No 🛚								
Sheen Yes No Discolorations Yes No Turbidity Yes No Site Inspections Outfalls or BMPs Evaluated	Floating material	Yes □ No □								
Discolorations Yes No Site Inspections Site Inspections	Suspended Material	Yes □ No □								
Site Inspections Outfalls or BMPs Evaluated	Sheen	Yes □ No □								
Outfalls or BMPs Evaluated	Discolorations	Yes □ No □								
Outfalls or BMPs Evaluated (add additional sheets or attached detailed BMP Inspection Checklists) Photos Taken: Yes No Photo Reference IDs: Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Information Inspector Name: Inspector Title: Signature: Date:	Turbidity	Yes □ No □								
Corrective Actions Identified (note if SWPPP/REAP change is needed)			Site I	nspections						
Photos Taken: Yes	Outfalls or BM									
Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Information Inspector Name: Signature: Date:		(add additional	sheets or attache	ed detailed BM	P Inspection Ch	ecklists)				
Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Information Inspector Name: Signature: Date:										
Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Information Inspector Name: Signature: Date:										
Corrective Actions Identified (note if SWPPP/REAP change is needed) Inspector Information Inspector Name: Signature: Date:										
Inspector Information Inspector Name: Signature: Date:	Photos Taken:	Yes	□ No □	Photo Re	eference IDs:					
Inspector Name: Signature: Date:	C	Corrective Action	ons Identified (no	ote if SWPPP/I	REAP change i	s needed)				
Inspector Name: Signature: Date:										
Inspector Name: Signature: Date:			Inspect	or Information	1					
	Inspector Name:		Шэреск	or information		le:				
	Signature:						Date:			
Risk Level 2			Die	ek l aval 2						

	Ef	fluent S	Sampling	Field Log S	Sheets	
Construction Site Name:			Date:	Time Start:		ne Start:
Sampler:						
Sampling Event Type:	☐ Stormwater		Non-storr	mwater	□ Nor	n-visible pollutant
		Fie	ld Meter (Calibration		
pH Meter ID No./Desc.:			Turbidity	y Meter ID N	lo./Desc	ii.
Calibration Date/Time:			Calibrati	ion Date/Tin	ne:	
	Fiel	d pH a	nd Turbid	lity Measur	ements	
Discharge Location Des	scription	рН		Turb	oidity	Time
		Gra		s Collected	t l	
Discharge Location Des	scription		Samp	le Type		Time
Additional Sampling Notes:						
Time End:						

Risk Level 3 Effluent Sampling Field Log Sheets							
Construction Site Name:	Efflu	ent samplin	g Field Log Date:	Sneets	Time Sta	art.	
Construction Site Name.			Date.		Tille Sta	л г.	
Sampler:							
·							
Sampling Event Type:	☐ Stormwater	Г	Non-storn	nwater	□ Non-visi	ble pollutant	
	_ Ctomwater	_	11011 31011	iiwatoi	□ IVOII VISII	olo poliutarit	
		Field Meter					
pH Meter ID No./Desc.:				Meter ID No./De	esc.:		
Calibration Date/Time:	E'.I.I			n Date/Time:			
		pH and Turbi					
Discharge Location Des	scription	рН		Turbid	lity	Time	
		Grab Samp	los Callaste	ad			
Discharge Location Des	scription	Grab Samp		(specify)		Time	
Diodrial go Location Do	Soription		011101	(opcony)		11110	
A 1 11/2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2							
Additional Sampling Notes:							
Time End:							

RISK Level 3 Receiving Water Sampling Field Log Sheets								
Construction Site Name:		1100011111	g mater camp	Date:	ioiu 20g Onooio	Time Start:		
Sampler:								
		Receiving	Water Descri	ption a	and Observations			
Receiving Water Name/II	D:			-				
Observations:								
Odors	Yes □	No □						
Floating material	Yes □	No □						
Suspended Material	Yes □	No □						
Sheen	Yes □	No □						
Discolorations	Yes □	No □						
Turbidity	Yes □	No □						
			Field Meter					
pH Meter ID No./Desc.:				Turbio	dity Meter ID No./Desc	•		
Calibration Date/Time:				Calibr	ation Date/Time:			
	Field p	H and Tur	bidity Measur	ement	s and SSC Grab Sam	ple		
			Upstream	Locat	ion			
Туре	Re	sult	Time			Notes		
рН								
Turbidity								
SSC	Coll	ected						
	Yes □	l No □						
			Downstrea	m Loca	ation			
Туре	Re	sult	Downstrea Time	m Loca	ation	Notes		
Туре рН	Re	esult		m Loca	ation	Notes		
	Re	esult		m Loca	ation	Notes		
рН		esult		m Loca	ation	Notes		
pH Turbidity	Coll			m Loca	ation	Notes		
pH Turbidity SSC	Coll. Yes □	ected		m Loca	ation	Notes		
pH Turbidity	Coll. Yes □	ected		m Loca	ation	Notes		
pH Turbidity SSC	Coll. Yes □	ected		m Loca	ation	Notes		

NAL Exceedance Evalua	ation Summary Report Pa	nge of
Project Name		
Project WDID		
Project Location		
Date of Exceedance		
Type of Exceedance	NAL Daily Average	
Measurement or Analytical Method	☐ Field meter (Sensitivity:) ☐ Lab method (specify) (Reporting Limit:) (MDL:)	
Calculated Daily Average	☐ pH pH units ☐ Turbidity NTU	
Rain Gauge Measurement	inches	
Compliance Storm Event	inches (5-year, 24-hour event)	
Visual Observations on Day of Exceedance		

NAL Exceedance Evalua	Page	of	
Description of BMPs in Place at Time of Event			
Initial Assessment of Cause			
Corrective Actions Taken (deployed after exceedance)			
Additional Corrective Actions Proposed			

NAL Exceedance Evalua	Page of	
Report Completed By	(Print Name, Title)	_
Signature		_

CHAIN-OF-CUSTODY					DATE:			ab ID:			
							REQUES				
DESTINATION LAB:							ANALYS	S		Notes:	
	ATTN:										
ADDRESS:											
Office Phone:											
Cell Phone:											
SAMPLED BY:	,	•									
Contact:											
	Project Name										
	1 roject Hame					_					
Client Sample ID	Sample	Sample	Sample		Container						
Onent Gample 15	Date	Time	Matrix	#	Туре	Pres.					
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	l					RELINQUIS	HED	<u> </u>			
						BY					
SENDER COMMENTS:							1				
						Ciamatuma.					
						Signature:					
						Print:					
						Company:				T	
						Date:				TIME:	
LABORATORY COMMENT	ΓS:						1	REC	EIVE	D BY	
						Signature:					
						Print:					
						Company:					
						Date:				TIME:	
						Date.	[I IIVI⊏.	

APPENDIX R: FIELD METER INSTRUCTIONS

APPENDIX S: SUPPLEMENTAL INFORMATION

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP



COUNTY OF IMPERIAL

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

GENERAL NOTES

STREET IMPROVEMENT GENERAL NOTES

- COUNTY ENCROACHMENT PERMIT CONDITIONS AND PROVISIONS SHALL TAKE PRECEDENCE OVER THE APPROVED PLANS AND SPECIFICATIONS FOR ANY CONFLICTS.
- THE STRUCTURAL SECTIONS SHALL BE IN ACCORDANCE WITH IMPERIAL COUNTY STANDARDS (OR CALTRANS IF IN STATE ROW) AND AS APPROVED BY THE PUBLIC WORKS DIRECTOR (OR CALTRANS)
- APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY
- ALL UNDERGROUND UTILITIES WITHIN THE STREET RIGHT-OF-WAY SHALL BE CONSTRUCTED.
- THERE ARE NO OTHER EXISTING FACILITIES EXCEPT AS SHOWN ON THESE PLANS. HOWEVER. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING FACILITY SHOWN HEREON AND ANY OTHER WHICH IS NOT OF RECORD OR NOT SHOWN ON THESE
- CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK, CONTRACTOR WILL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.

NO LESS THAN 3 WORKING DAYS PRIOR TO ANY EXCAVATION OR TRENCHING, EACH CONTRACTOR DOING SUCH WORK SHALL CONTACT THE FOLLOWING AGENCIES SO THAT EXISTING UNDERGROUND UTILITIES MAY BE LOCATED. THE AGENCY MAY REQUIRE AN INSPECTOR TO BE PRESENT.

1. IMPERIAL IRRIGATION DISTRICT (POWER) 2. IMPERIAL IRRIGATION DISTRICT (WATER)

3. AT&T (337) 337-3314 4. THE GAS CO. 5. THE CABLE COMPANY (SPECTRUM)

HEBER PUBLIC UTILITY DISTRICT (HPUD) (760) 482-2440

EXISTING UNDERGROUND UTILITIES

BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS HAS BEEN OBTAINED FROM AVAILABLE RECORDS ONLY AND MAY NOT REFLECT ALL EXISTING UTILITIES. LOCATION OF ALL EXISTING UTILITIES SHALL BE CONFIRMED BY FIELD MEASUREMENTS BY CONTRACTOR PRIOR TO CONSTRUCTION OF WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HERON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE

ACCURATE VERIFICATIONS AS TO SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND SERVICES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE SOUTHERN CALIFORNIA GAS COMPANY, AT&T, IMPERIAL IRRIGATION DISTRICT AND ANY OTHER AFFECTED UTILITY AGENCIES PRIOR TO STARTING HIS WORK NEAR SUCH UTILITY FACILITIES AND SHALL COORDINATE HIS WORK WITH UTILITY REPRESENTATIVES. FOR LOCATION OF UNDERGROUND UTILITIES AND APPURTENANCES, CONTACT "UNDERGROUND SERVICE ALERT" AT

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY AGENCIES, ADVISE THEM OF THE PROPOSED IMPROVEMENTS AND BEAR THE COST OF RELOCATIONS, IF
- CONSTRUCT A PUBLIC STREET LIGHT SYSTEM CONFORMING TO APPROPRIATE STANDARDS AND STREET LIGHT SPECIFICATIONS. POWER SOURCES AND RUNS SHALL BE SHOWN ON THE "AS-BUILT IMPROVEMENT DRAWINGS. ALL POWER SOURCES SHALL BE LOCATED WITHIN THE DEDICATED RIGHT-OF-WAY OR EASEMENT.
- 0. NO PAVING SHALL BE DONE UNTIL EXISTING POWER POLES ARE RELOCATED OUTSIDE THE AREAS
- PRIVATE ROAD IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATION ONLY. COUNTY OFFICIAL'S SIGNATURE HEREON DOES NOT CONSTITUTE APPROVAL OR RESPONSIBILITY OF ANY KIND FOR THE DESIGN OR CONSTRUCTION OF THESE PRIVATE IMPROVEMENTS.
- ALL SIGNS TO BE ALUMINUM WITH 3M HIGH INTENSITY TYPE REFLECTIVE FACE OR EQUIVALENT.
- 13. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY STRIPING, PAVEMENT MARKERS, OR LEGENDS OBLITERATED BY THE CONSTRUCTION OF THIS PROJECT.
- THE CONTRACTOR SHALL DO ALL NEW STRIPING AND SANDBLASTING OF REDUNDANT STRIPING.
- 15. THE CONSTRUCTION OF ONE PCC STANDARD DRIVEWAY PER LOT; LOCATION TO BE DETERMINED IN THE FIELD BY THE ENGINEER OF WORK, PCC SURFACING OF DRIVEWAY TO EXTEND FROM CURB TO PROPERTY LINE UNLESS OTHERWISE SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AN ENCROACHMENT PERMIT FROM THE COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS FOR ANY EXCAVATION OR CONSTRUCTION WITHIN COUNTY ROAD RIGHT-OF-WAY, FOR INSPECTIONS, 48 HOUR MINIMUM NOTICE IS REQUIRED, (442) 265-1818. ADDITIONALLY, UNDERGROUND SERVICE ALERT (USA) MUST BE CALLED TWO WORKING DAYS BEFORE THE CONTRACTOR MAY EXCAVATE. THEIR CONTACT NUMBER IS 811. ALL WORK AND MATERIALS ARE SUBJECT TO THE INSPECTION AND APPROVAL FROM THE COUNTY DEPARTMENT OF PUBLIC WORKS OR THEIR REPRESENTATIVE.

- . NO REVISIONS OF ANY KIND SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE COUNTY ENGINEER (OR HIS REPRESENTATIVE) AND THE ENGINEER OF RECORD. A REPRODUCIBLE AS-BUILT PLAN SET WILL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT AS A CONDITION OF SUBSTANTIAL CONSTRUCTION COMPLETION AND PRIOR TO
- REFERENCED STANDARDS AND SPECIFICATIONS AND THE SPECIFICATIONS & THE REQUIREMENTS OF THE AGENCIES REFERRED TO HEREIN, ALL WORK SHOWN OR INDICATED BY THESE PLANS SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARDS, POLICIES AND REGULATIONS OF IMPERIAL
- CONSTRUCTION OF ALL OFFSITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE "STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION 2018 STANDARD SPECIFICATIONS". AL WORK IS SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED
- STATE OF CALIFORNIA DIVISION OF SAFETY AND TO ADHERE TO ALL PROVISIONS OF THE STATE
- CONSTRUCTION ACTIVITY STORM WATER PERMIT FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF WATER QUALITY, CONTACT "STATE WATER RESOURCES CONTROL BOARD, DIVISION
- DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT, OWNER/DEVELOPERS ARE REQUIRED TO FILE A
- RESPONSIBLE, AS A MINIMUM, FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
- EXISTING STORM DRAIN PIPES/CULVERTS WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN PROJECT VICINITY SHALL BE REPAIRED AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DIRECTOR
- 25. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT VERSION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR AS DIRECTED BY THE IMPERIAL COUNTY
- BENCHMARKS WITHIN THE LIMITS OF WORK, IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT (CHAPTER 15 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE), SUCH OBJECTS WITHIN THE LIMITS OF WORK THAT MAY BE DISTURBED OR DESTROYED BY CONSTRUCTION SHALL BE REFERENCED BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING AND A CORNER RECORD (OR RECORD OF SURVEY) SHOWING SAID REFERENCES SHALL BE FILED WITH THE COUNTY SURVEYOR PRIOR TO CONSTRUCTION. ANY MONUMENT, CORNER ACCESSORY, OR BENCHMARK THAT IS DISTURBED OR DESTROYED BY CONSTRUCTION SHALL BE REPLACED WITH APPROPRIATE MONUMENTATION BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING AND A CORNER RECORD (OR RECORD OF SURVEY) SHALL BE FILED PRIOR TO PROJECT COMPLETION. FORM MPR-01 AND FORM MPR-02 ARE REQUIRED FOR ALL IMPERIAL COUNTY PROJECTS.
- 27. DUST SHALL BE CONTROLLED BY THE CONTRACTOR IN ACCORDANCE WITH ALL IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) FUGITIVE DUST CONTROL RULES AND REGULATIONS AND SHALL COMPLY WITH THEIR PERMITTING REQUIREMENTS, IF APPLICABLE.

THE NOTES LISTED ABOVE ARE A MINIMUM LIST. THIS DOES NOT RELIEVE THE ENGINEER FROM COMPILING ADDITIONAL NOTES THAT MAY BE REQUIRED FOR THE PROJECT.

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREON FOR COUNTY ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES
- IMPORT MATERIAL SHALL BE OBTAINED FROM A LEGAL SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AN ENCROACHMENT PERMIT FROM THE COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS FOR ANY EXCAVATION OR CONSTRUCTION WITHIN COUNTY ROAD RIGHT-OF-WAY, FOR INSPECTIONS, 48 HOUR MINIMUM NOTICE IS REQUIRED, (760) 482-4462. ADDITIONALLY, UNDERGROUND SERVICE ALERT (USA) MUST BE CALLED TWO WORKING DAYS BEFORE THE CONTRACTOR MAY EXCAVATE. THEIR CONTACT NUMBER 811. ALL WORK AND MATERIALS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE COUNTY DEPARTMENT OF
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:

TELEPHONE NO. IID POWER: TELEPHONE NO. TELEPHONE NO. 760) 339-9380 AT&T TELEPHONE: TELEPHONE NO. (760) 670-8969 SPECTRUM COMM. TELEPHONE NO. HEBER PUD. TELEPHONE NO. (760) 482-2440

8/17/23

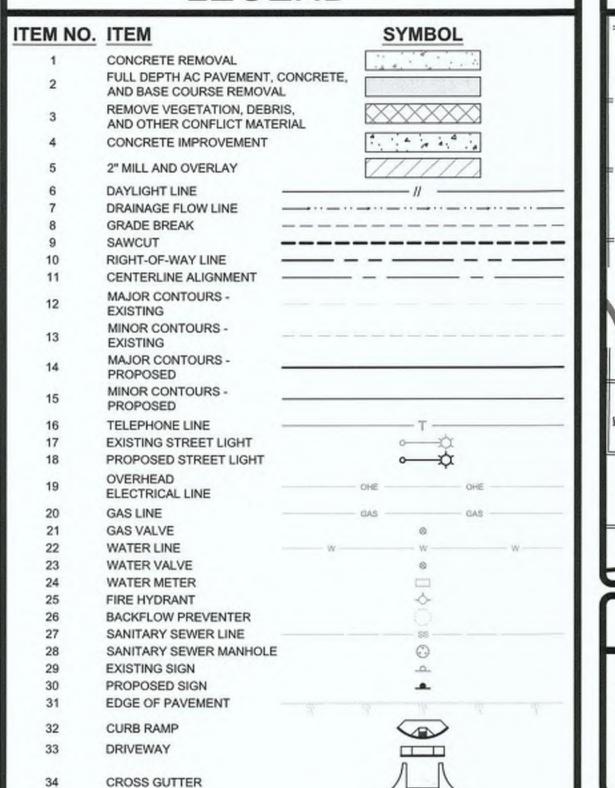
A SOILS REPORT MAY BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND/OR GRADING PLAN APPROVAL

- APPROVAL OF THESE PLANS BY THE DIRECTOR OF PUBLIC WORKS DOES NOT AUTHORIZE ANY WORK OR GRADING T BE PERFORMED UNTIL THE PROPERTY OWNERS PERMISSION HAS BEEN OBTAINED AND VALID GRADING PERMIT HAS BEEN ISSUED BY THE COUNTY PLANNING
- THE DIRECTOR OF PUBLIC WORK'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE COUNTY BUILDING OFFICIAL APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE ITEMS COVERED BY THESE PLANS, INCLUDING ANY ONSITE OR PERIMETER SCREEN OR RETAINING
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A CONTOURED
- GRADING DESCRIBED ON THE PLAN. THE COUNTY WILL HOLD THE CONTRACTOR RESPONSIBLE FOR
- THIS GRADING OPERATION, SUCH OPERATION WILL CEASE IMMEDIATELY AND THE CONTRACTOR WILL NOTIFY THE DIRECTOR OF THE PLANNING DEPARTMENT OF THE DISCOVERY, GRADING OPERATION WILL NOT RECOMMENCE UNTIL THE CONTRACTOR HAS RECEIVED WRITTEN AUTHORITY FROM THE DIRECTOR OF PLANNING TO DO SO.
- ALL GRADING SHALL CONFORM TO THE UNIFORM BUILDING CODE APPENDIX CHAP. 33, AS AMENDED BY TITLE 9 LAND USE ORDINANCE.
- ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AND/OR GRADING.
- DURING ROUGH GRADING OPERATIONS AND PRIOR TO THE CONSTRUCTION OF ANY PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO CONTIGUOUS PROPERTIES.
- DUST SHALL BE CONTROLLED IN ACCORDANCE WITH THE APPROVED PM10 PLAN. APPROVAL SHALL BE BY IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT.
- NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE EXISTING GROUND HAS BEEN CLEARED. OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL
- THE MAXIMUM ALLOWABLE CUT AND FILL SLOPES ARE 2:1, UNLESS A SLOPE STABILITY ANALYSIS AUTHORIZES A STEEPER SLOPE AND HAS BEEN APPROVED.
- A 5' WIDE BY 1' HIGH BERM, OR EQUIVALENT, SHALL BE CONSTRUCTED ALONG THE TOP OF ALL FILL SLOPES OVER 5' IN VERTICAL HEIGHT. ALL SLOPES LESS THAN OR EQUAL TO 5' SHALL HAVE A BERM TO PREVENT DRAINAGE FROM ERODING SAID SLOPE.
- 9. A BROW DITCH DESIGNED TO HANDLE THE FLOWS (Q) FROM A 100-YR. STORM EVENT SHALL BE CONSTRUCTED ALONG THE TOP OF ALL CUT SLOPES.
- NO OBSTRUCTION OF FLOOD PLAINS OR NATURAL WATER COURSES WILL BE PERMITTED.
- STORM CONDITIONS, PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PRÓVISIONS MUST BE USED TO PROTECT CONTIGUOUS PROPERTIES DURING GRADING OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL DRAINAGE AWAY FROM BUILDINGS DURING
- THE FINISHED GRADE SHALL BE SLOPED AWAY FROM ALL EXTERIOR BUILDING WALLS AT NOT LESS. THAN 4% (1/2" PER FOOT) FOR A MINIMUM OF 3 FEET, UNLESS A SOIL REPORT PROVIDES ALTERNATE RECOMMENDATIONS.
- A SUITABLY QUALIFIED AND REGISTERED PROFESSIONAL SHALL SUBMIT A WRITTEN CERTIFICATION TO THE PUBLIC WORKS DEPARTMENT THAT THE FINAL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS FOR ALL GRADING DESIGNATED AS "ENGINEERED GRADING". AS-BUILT PLANS SHALL BE PROVIDED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS IN ADVANCE OF REQUESTING A FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO THE BUILDING PERMIT FINAL INSPECTION BY PUBLIC WORKS FOR
- . THE CONTRACTOR SHALL NOTIFY "UNDERGROUND SERVICE ALERT" AT 811 A MINIMUM OF TWO DAYS PRIOR TO THE COMMENCEMENT OF ANY DIGGING OR EXCAVATION.
- EXISTING SHALLOW UNDERGROUND UTILITIES MAY BE SENSITIVE TO, AND POTENTIALLY IMPACTED BY, SUBGRADE SCARIFICATION AND RECOMPACTION ACTIVITIES, PARTICULARLY IN AREAS WHERE NEW ASPHALT PAVEMENT STRUCTURAL SECTIONS ARE TO BE CONSTRUCTED. THE CONTRACTOR SHALL TAKE STEPS TO PROTECT SUCH UTILITIES IN PLACE, INCLUDING, BUT NOT LIMITED TO, USING LIGHTER EQUIPMENT, 4-INCH-THICK MAXIMUM LIFTS, STATIC (NON-VIBRATORY) COMPACTION, ETC. CONTRACTOR SHALL SUBMIT PROPOSED METHOD(S) TO ATTAIN THE REQUIRED SUBGRADE COMPACTION OVER SENSITIVE UTILITIES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR COMMENCING SUCH ACTIVITIES.

WORK TO BE DONE

CONSTRUCTION OF NEW SIDEWALK, CURB AND GUTTER, INFILL ASPHALT PAVEMENT AND INSTALLATION OF NEW SIGNING AND PAVEMENT MARKINGS ALONG HEBER AVENUE, PARKYNS AVENUE, HEFFERNAN AVENUE, EAST FAWCETT ROAD, 14TH STREET, 11TH STREET, 10TH STREET AND 9TH STREET WITHIN THE TOWN OF HEBER, CA PART OF THE COUNTY OF IMPERIAL

LEGEND



ABBREVIATIONS

AMERICAN SOCIETY FOR TESTING AND MATERIALS

FIBER OPTIC

EXISTING FENCE

AGGREGATE BASE

AGGREGATE

AVENUE

AVE

BCR

BMP

BOC

CLSM

COMM

C&G

BEG, Beg

ASPHALT CONCRETE

AMERICANS WITH DISABILITIES ACT

ASSESSOR'S PARCEL NUMBER

BEGIN HORIZONTAL CURVE

BACKFLOW PREVENTER

BACK OF CURB

CURB

CALIFORNIA

CENTERLINE

COMMUNICATIONS

CURB AND GUTTER

CABINET

BEGINNING OF CURB RETURN

BEST MANAGEMENT PRACTICE

SHEET INDEX

VICINITY MAP

CONSTRUCTION DETAILS STANDARD DRAWINGS KEY MAP DEMOLITION PLANS IMPROVEMENT PLANS HORIZONTAL AND VERTICAL CONTROL PLANS SIGNING AND MARKING PLANS

TRAFFIC CONTROL PLANS

PROJECT LOCATION

WATER POLLUTION PREVENTION PLANS

HE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 DATUM (NAD83(2010)) AS DEFINED BY SECTION 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE. SAID BEARINGS ARE BASED LOCALLY UPON FIELD OBSERVED TIES TO NGS STATION "T1224" AND "IVPN 19" AND CSRN "P500" PER RECORD OF SURVEY MAP RECORDED IN BOOK 21, PAGE 1-25 OF RECORD OF SURVEY MAPS.

THE STATION MARK IS A SURVEY BENCHMARK DISK SET ON TOP OF A CONCRETE HEADWALL. THE STAMPING ON THE DISK IS "T 1224 1971" AND IS AT THE NORTHEAST QUADRANT OF YOURMAN ROAD AND CORRELL ROAD, 88.5 FEET EAST OF THE CENTERLINE OF THE NORTHBOUND LANE OF HIGHWAY 111, 27.7 FEET EAST OF THE CENTERLINE OF YOURMAN ROAD, AND 50 FEET NORTH OF THE CENTERLINE OF CORRELL ROAD.

ELEVATION: NAVD88 + 1000' = -9.74' + 1000' = 990.26'

THE CONTRACTOR SHALL POSSESS A CALIFORNIA CONTRACTOR'S LICENSE, CLASS A AT THE TIME THIS CONTRACT IS AWARDED.



REVISION	DATE	COMMENTS	



PREPARED UNDER THE DIRECT SUPERVISION OF:

89464 R.C.E. No.

12/31/24 REG. EXP.



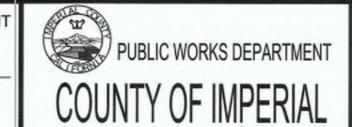
COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY:

om Gry JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS

09/30/23 REG. EXP.

62028

R.C.E. No.



EL CENTRO, CALIFORNIA

AS SHOWN

CONTROLLED LOW STRENGTH MATERIAL

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA

SEE CONTINUATION ON SHEET 02

TITLE SHEET

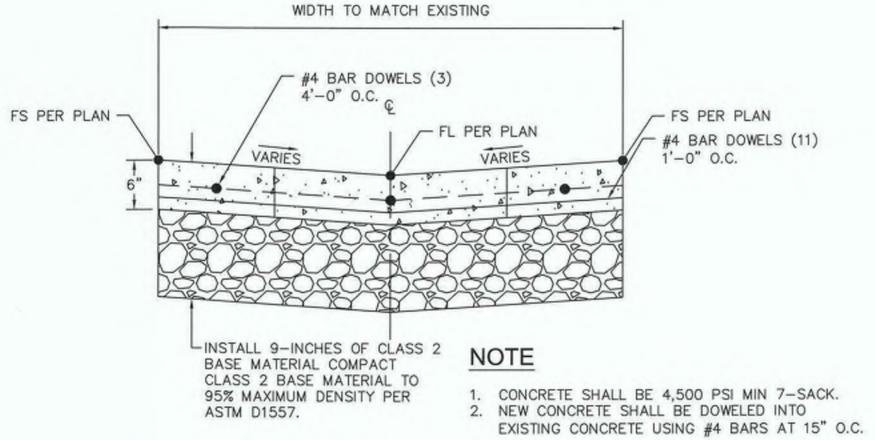
REFERENCE 6953CAPP

R-983 SHEET OF

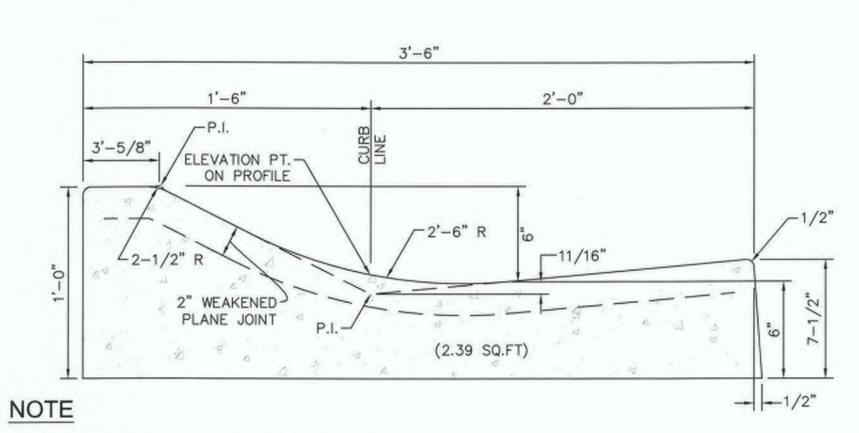
ABBREVIATIONS (CONTINUED): IMPERIAL IRRIGATION CONST CONSTRUCTION NTS NOT TO SCALE RSP REVISED STANDARD PLAN DISTRICT OC RT RIGHT DWG DRAWING ON CENTER LENGTH OHE DWY OVERHEAD ELECTRIC DRIVEWAY RIGHT OF WAY LF LINEAR FEET PB EASTING PULL BOX SOUTHBOUND EC LEFT PC END HORIZONTAL CURVE POINT OF CURVATURE SDWK, SW SIDEWALK ECR PCR MAXIMUM POINT OF CURB RETURN END OF CURB RETURN MAX STREET LIGHT MATCH EXISTING EL, ELEV ELEVATION POINT OF INTERSECTION SMH SEWER MANHOLE ELEC PARCEL LINE ELECTRICAL MH MANHOLE SANITARY SEWER EP EDGE OF PAVEMENT MID MIDPOINT PP POWER POLE ST STREET PRC POINT OF REVERSE CURVE STA ETW EDGE OF TRAVELLED WAY MIN MINIMUM STATION PROP EX, Exist EXISTING MOD MODIFIED PROPOSED STD STANDARD PSI FG MONUMENT WELL FINISHED GRADE MON WELL POUNDS PER SQUARE TOP OF CURB MPH MILES PER HOUR FIRE HYDRANT TD TOP OF DIKE FLOW LINE MANUAL ON UNIFORM PT POINT OF TANGENCY T, TELE TELEPHONE PVC FO TRAFFIC FIBER OPTIC LINE POLYVINYL CHLORIDE TYP TYPICAL PVI FR CONTROL DEVICES POINT OF VERTICAL FIBER ROLL WATER FS NORTHING INFLECTION FINISHED SURFACE WESTBOUND FT FOOT NAVD NORTH AMERICA VERTICAL PVMT PAVEMENT WATER METER GV GAS VALVE DATUM RADIUS WATER VALVE

RD

ROAD

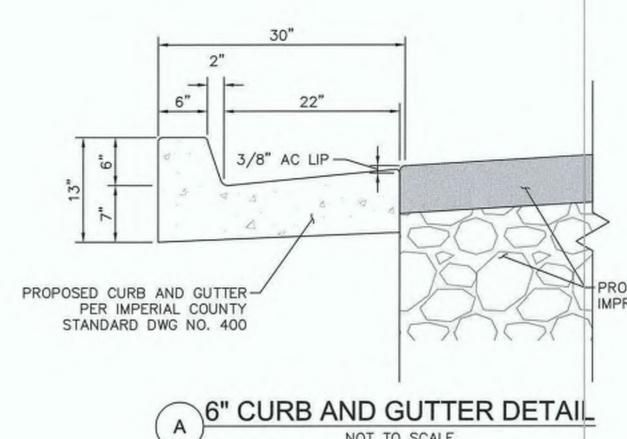




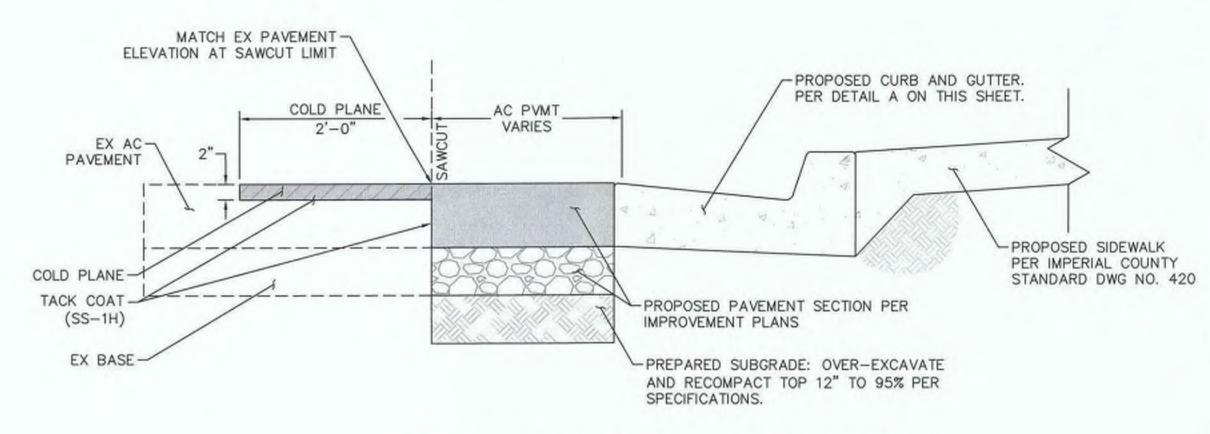


 CONCRETE SHALL BE 4,500 PSI MIN 7-SACK. 2. SEE IMPERIAL COUNTY STANDARD DWG NO. 400 FOR JOINT DETAILS.

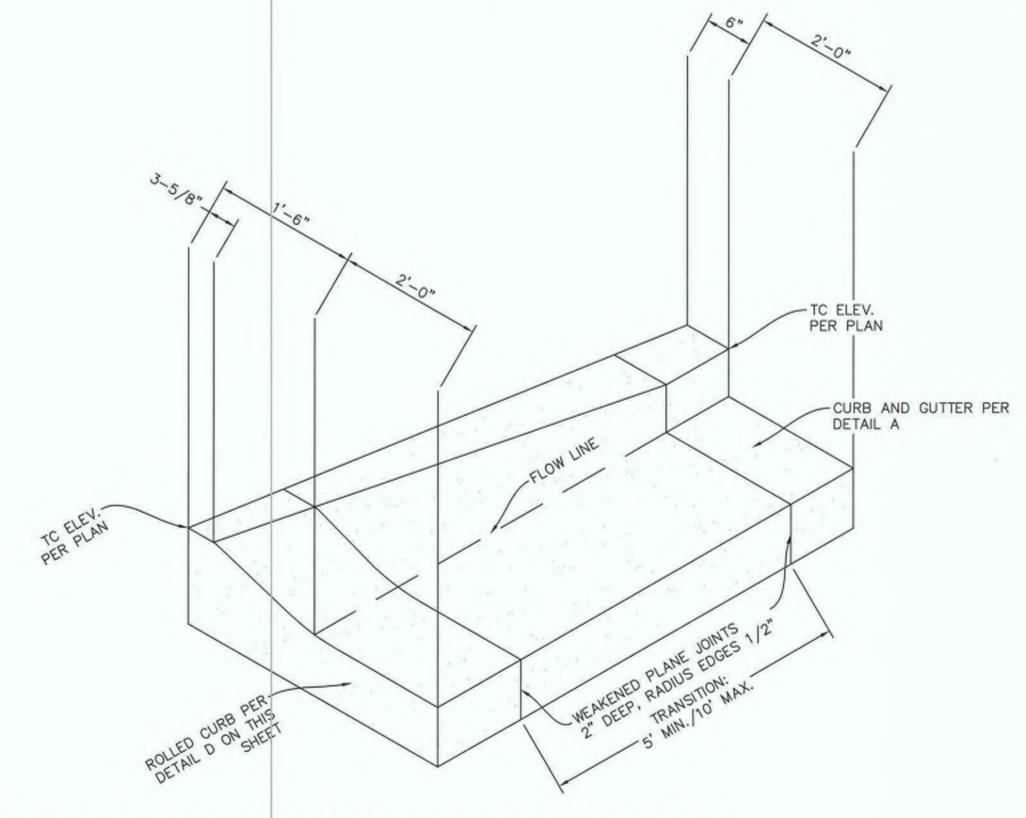
> TYPE A - ROLLED CURB AND GUTTER NOT TO SCALE



- MATCH EX PAVEMENT ELEVATION AT SAWCUT AC PVMT COLD PLANE VARIES PAVEMENT PROPOSED PAVEMENT SECTION PER + COLD PLANE IMPROVEMENT PLANS. TACK COAT PROPOSED PAVEMENT SECTION (SS-1H) PER IMPROVEMENT PLANS - EX BASE PREPARED SUBGRADE: OVER-EXCAVATE -AND RECOMPACT TOP 12" TO 95%



ROADWAY SAWCUT/HEADER DETAIL NOT TO SCALE



 TRANSITIONS SHOULD OCCUR ALONG THE BACK OF CURB, HOLDING EDGE OF PAVEMENT PARALLEL AND CONCENTRIC WITH STREET CENTERLINE. ALTERNATIVE ALIGNMENTS MAY BE REQUIRED AND ARE AT AGENCY'S DISCRETION.

> CURB AND GUTTER TO ROLLED CURB TRANSITION NOT TO SCALE

A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

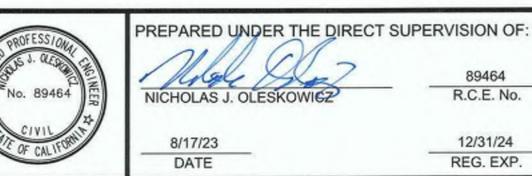
REVISION	DATE	COMMENTS	

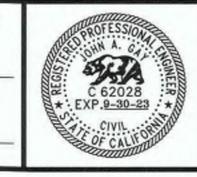
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HOT MIX ASPHALT

NO.

NUMBER





89464

R.C.E. No.

12/31/24

COUNTY OF IMPERIAL PUBLIC WO APPROVED FOR CONSTRUCTION	
J. hu Gay	62028
JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
8/18/23	09/30/23

REG. EXP.

NOTE

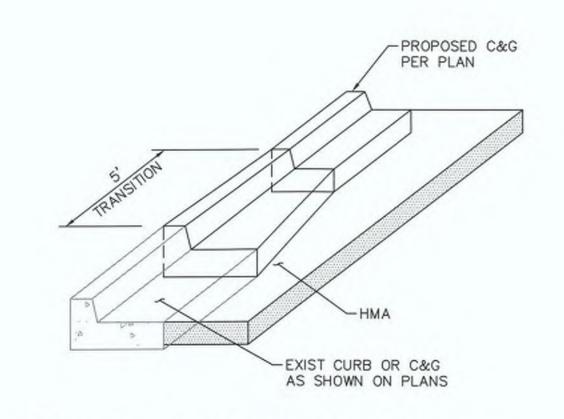
ΝT	PUBLIC WORKS DEPARTMENT
	COUNTY OF IMPERIAL
-1	EL CENTRO, CALIFORNIA

DATE	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA	
8/17/23		-
DRAWN	HEBER TOWNSITE IMPROVEMENTS FOR	
N/A	VARIOUS ROADS; COUNTY PROJECT NO.	
CHECKED	6953CAPP	

CONSTRUC	TION DETAILS
REFERENCE	R-983

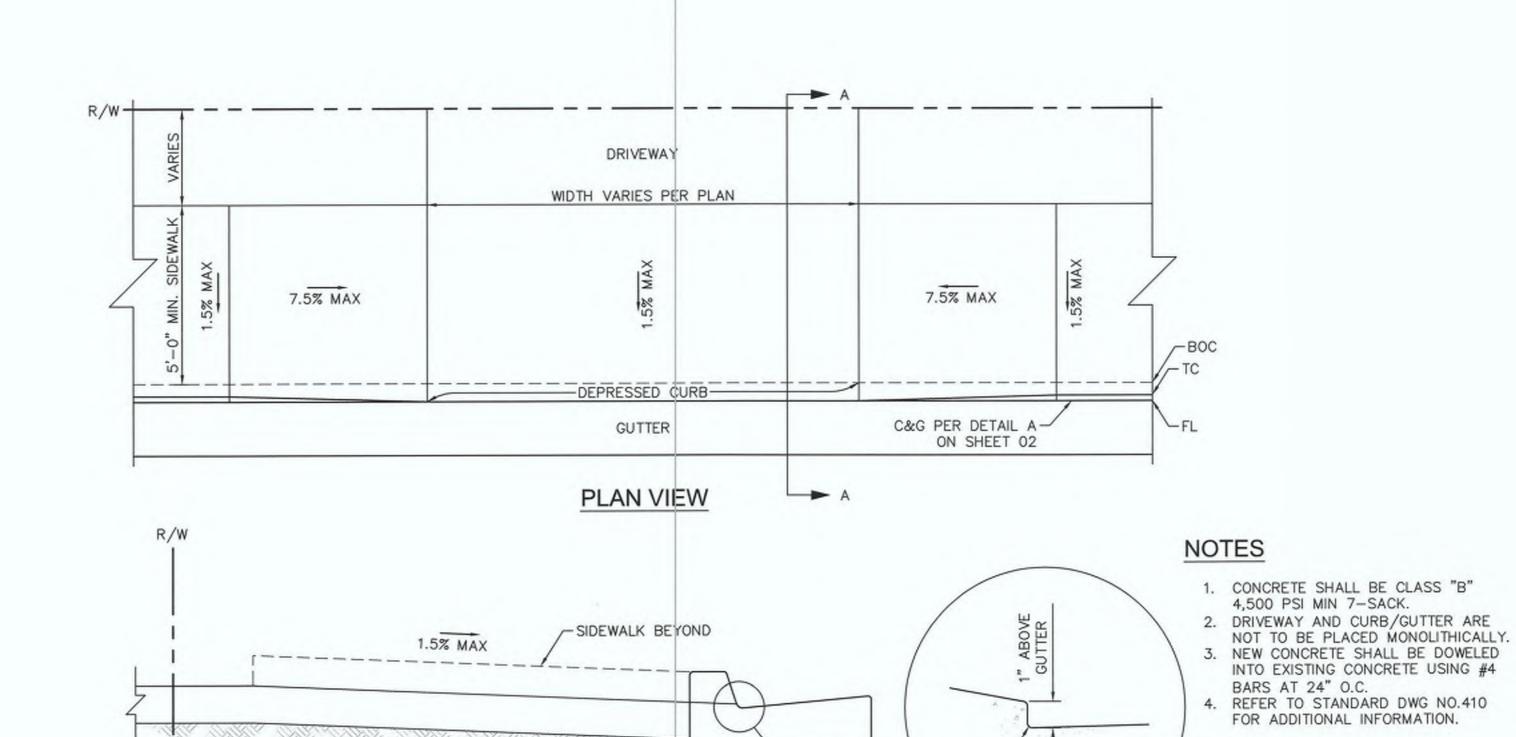
SHEET 02

6953CAPP



G CURB AND GUTTER TRANSITION DETAIL

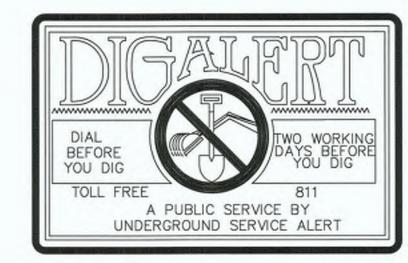
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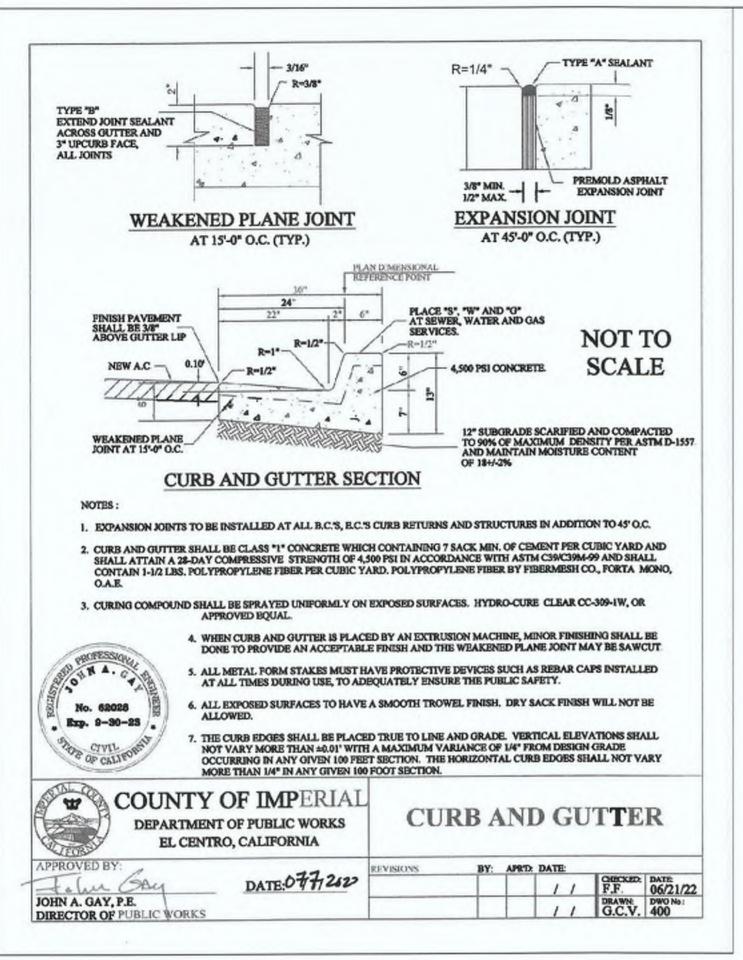
SECTION A-A

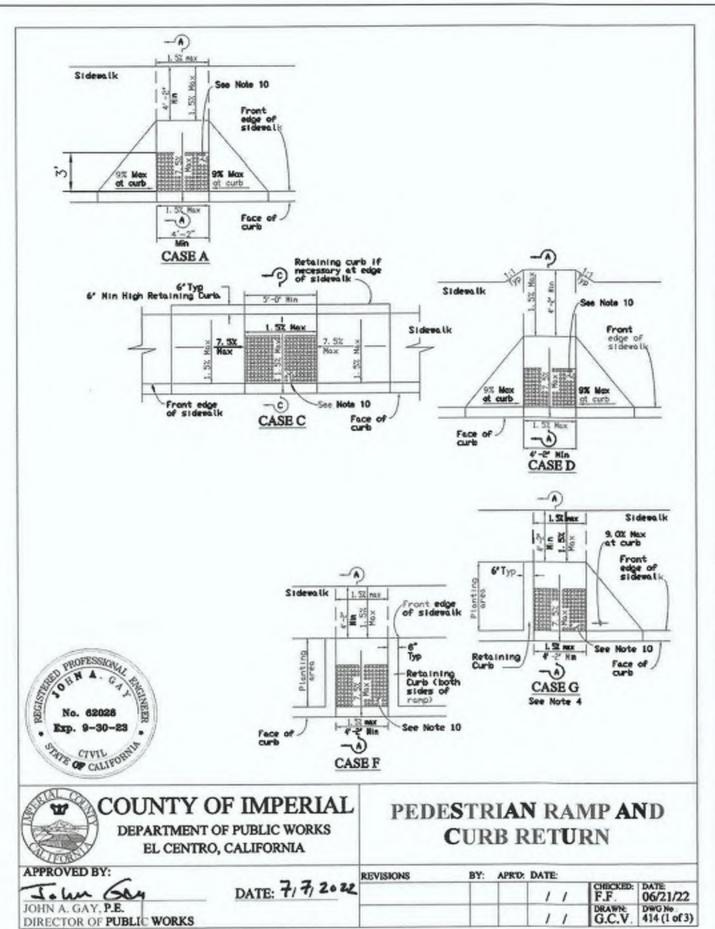
CONCRETE DRIVEWAY DETAIL

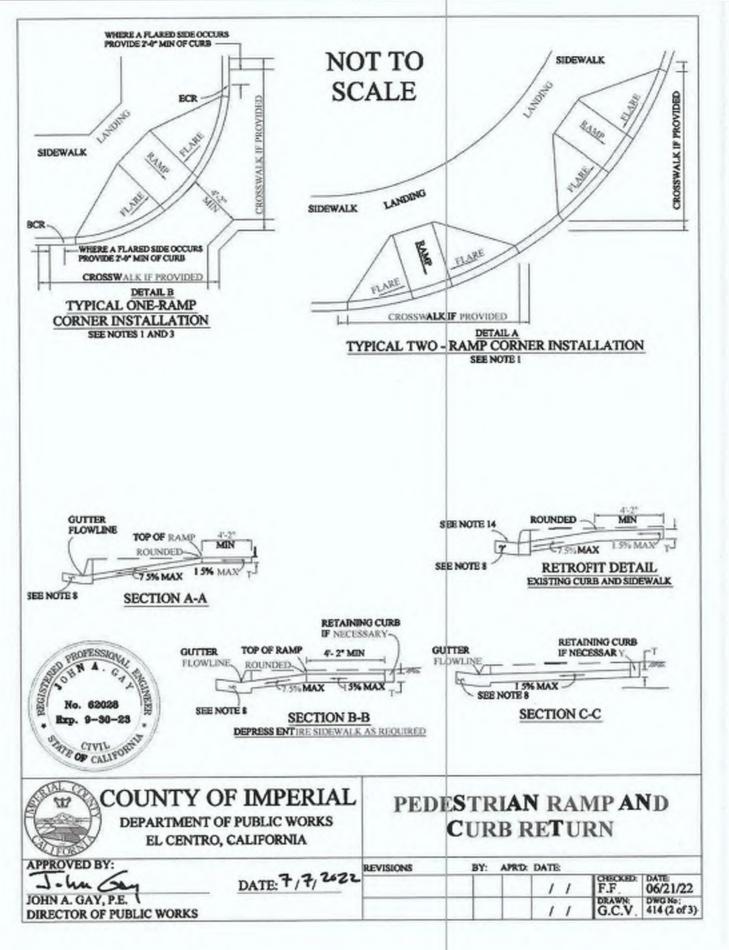
NOT TO SCALE

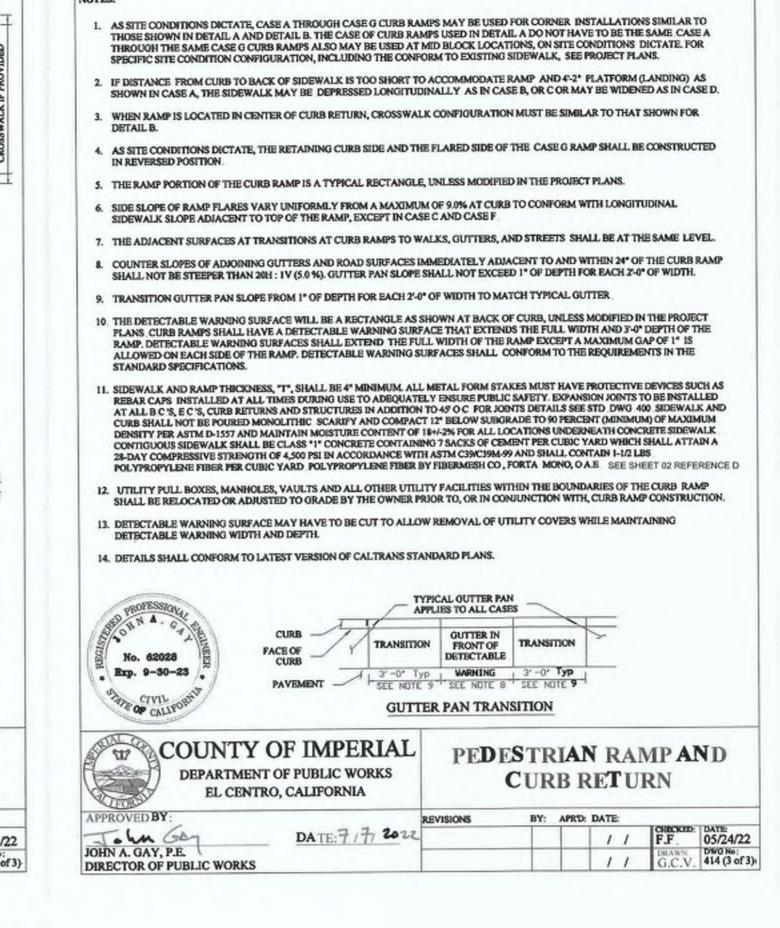


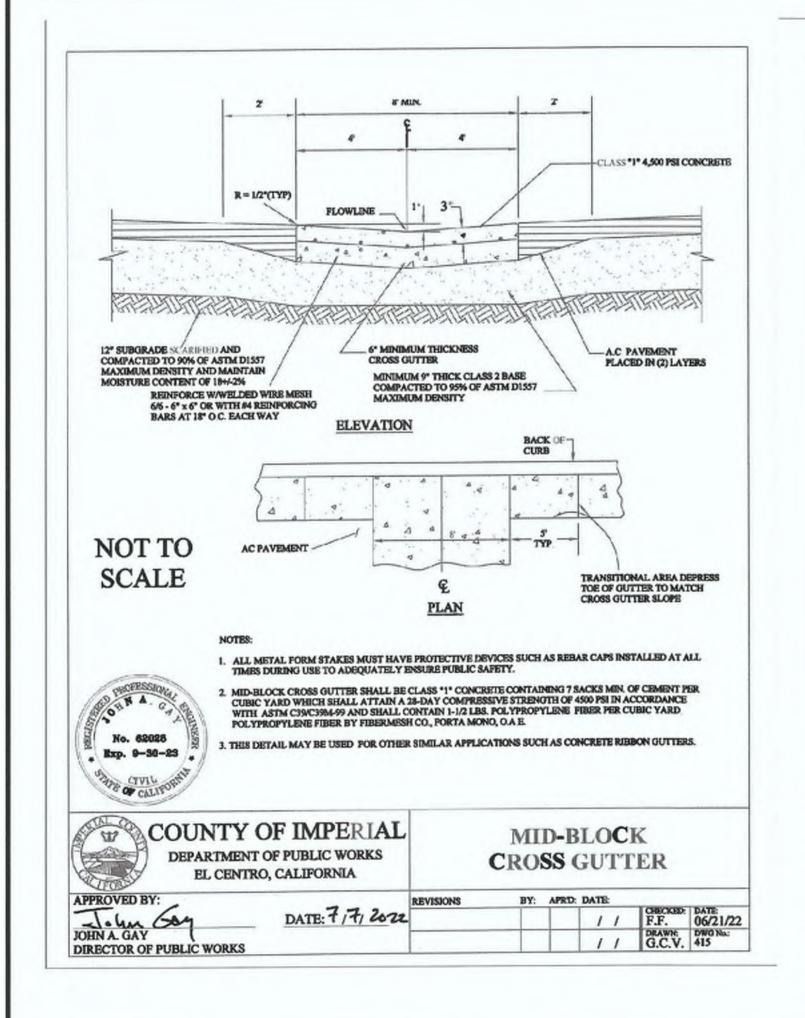
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		No. 89464	NICHOLAS J. OLESKOWICZ R.C.E. No. 8/17/23 12/31/24 DATE REG. EXP.	C 62028 * EXP.9-30-23 *	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS 9 16 13 09/30/23 DATE REG. EXF	COUNTY OF IN	ALIFORNIA SCALE N/A CHECKED	VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP	REFERENCE 6953CAPP	R-983 SHEET OF 69

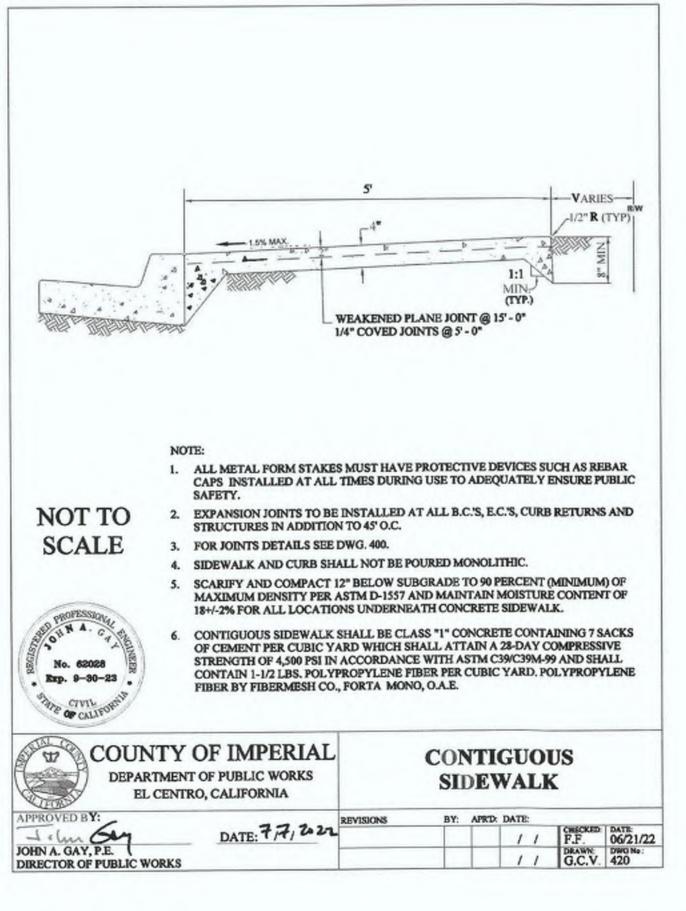


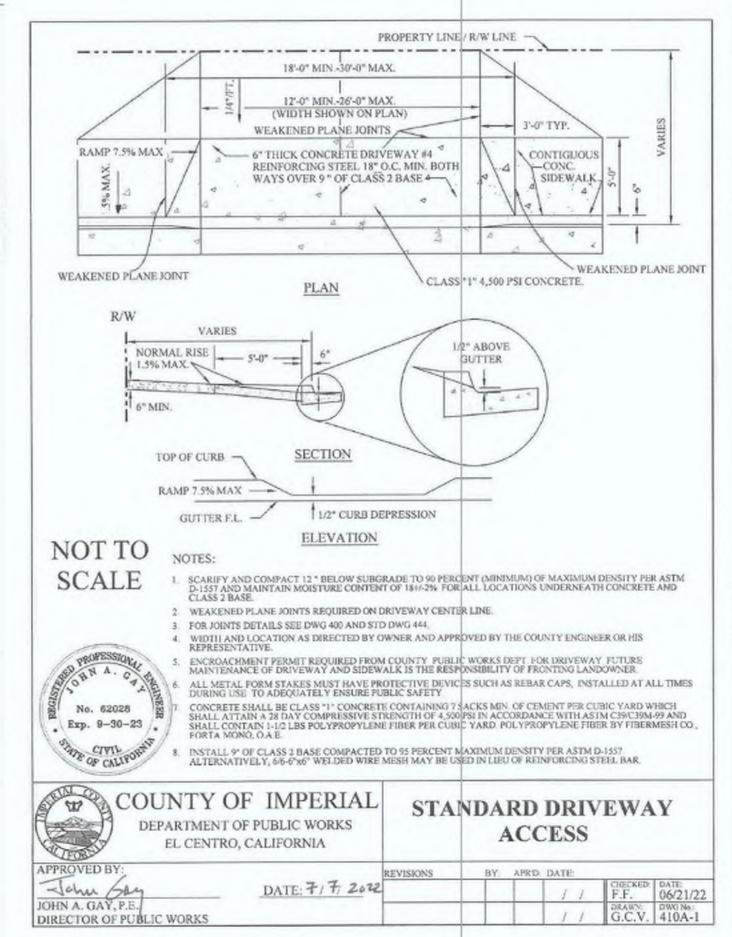


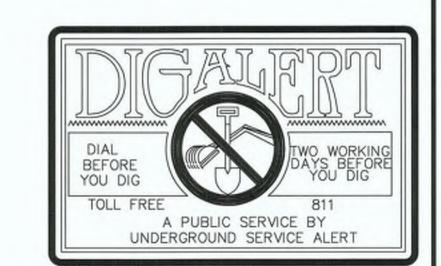




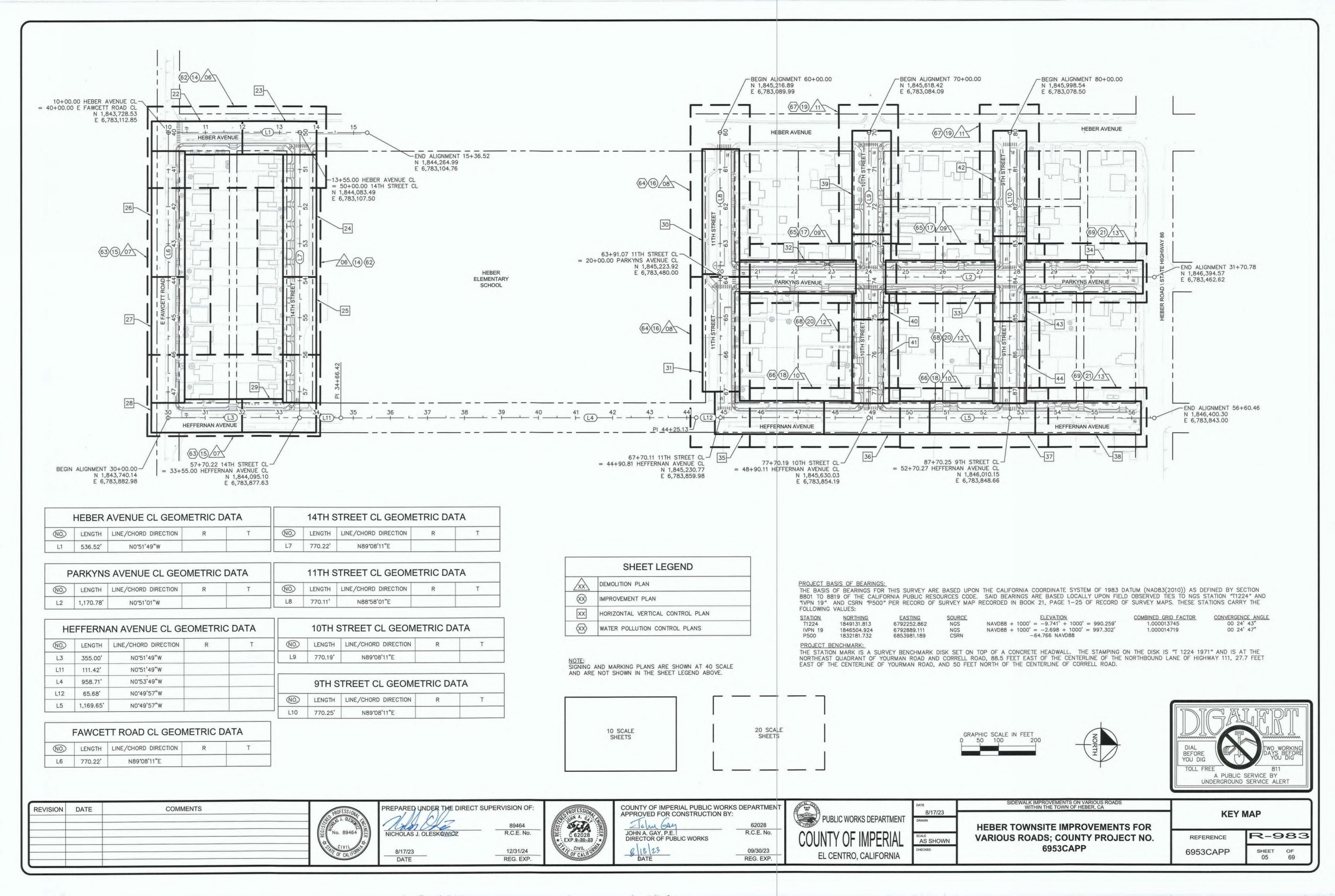


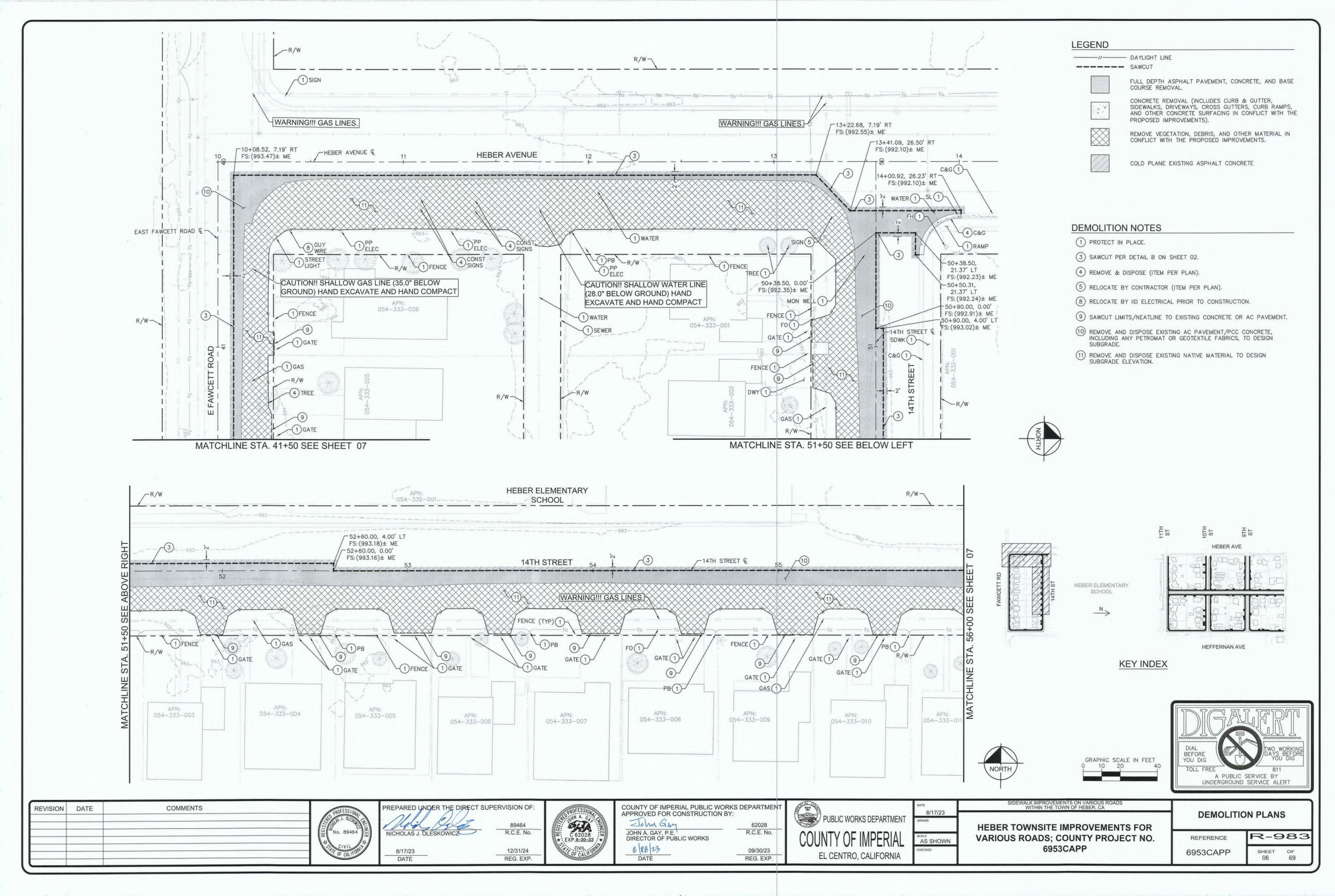


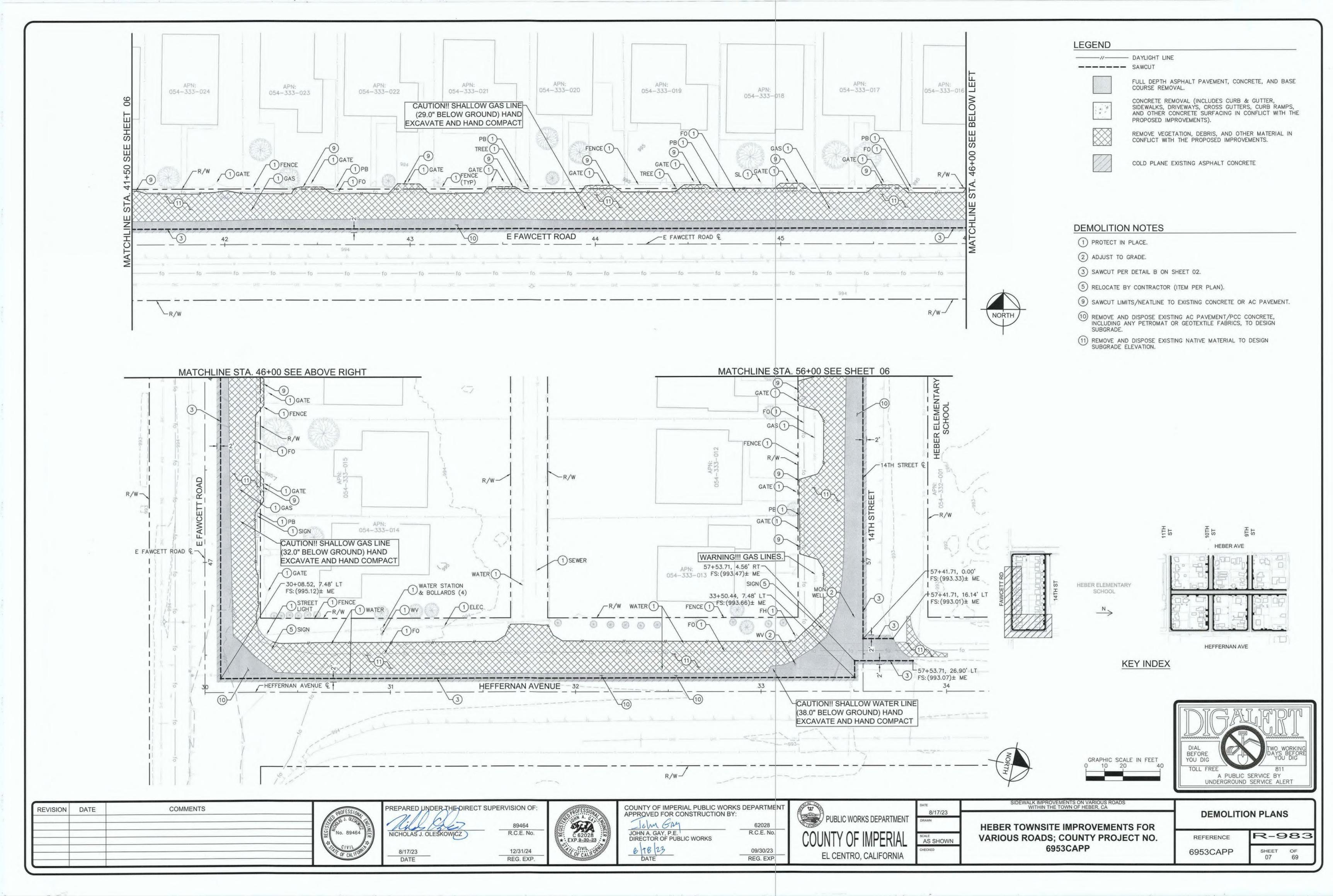


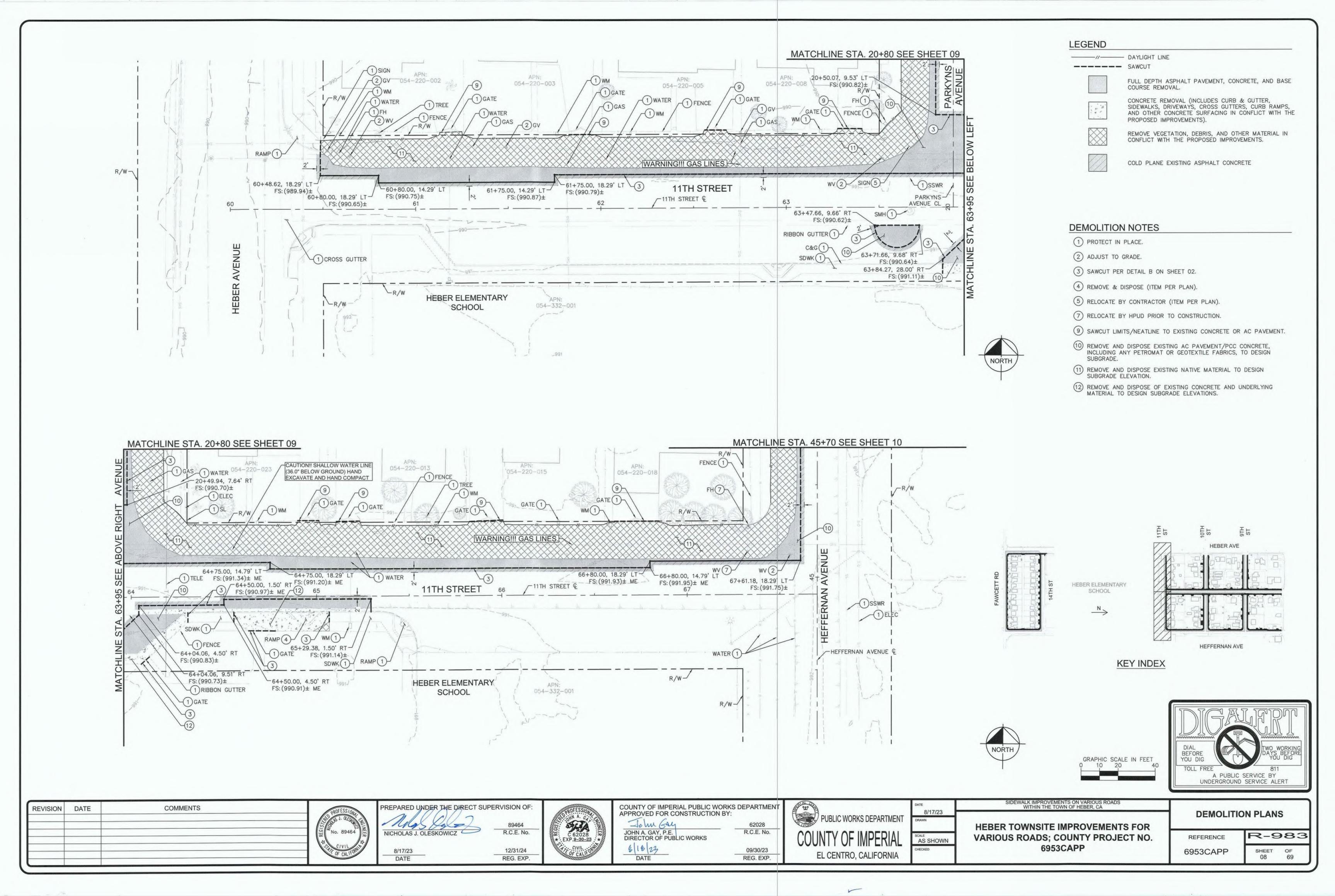


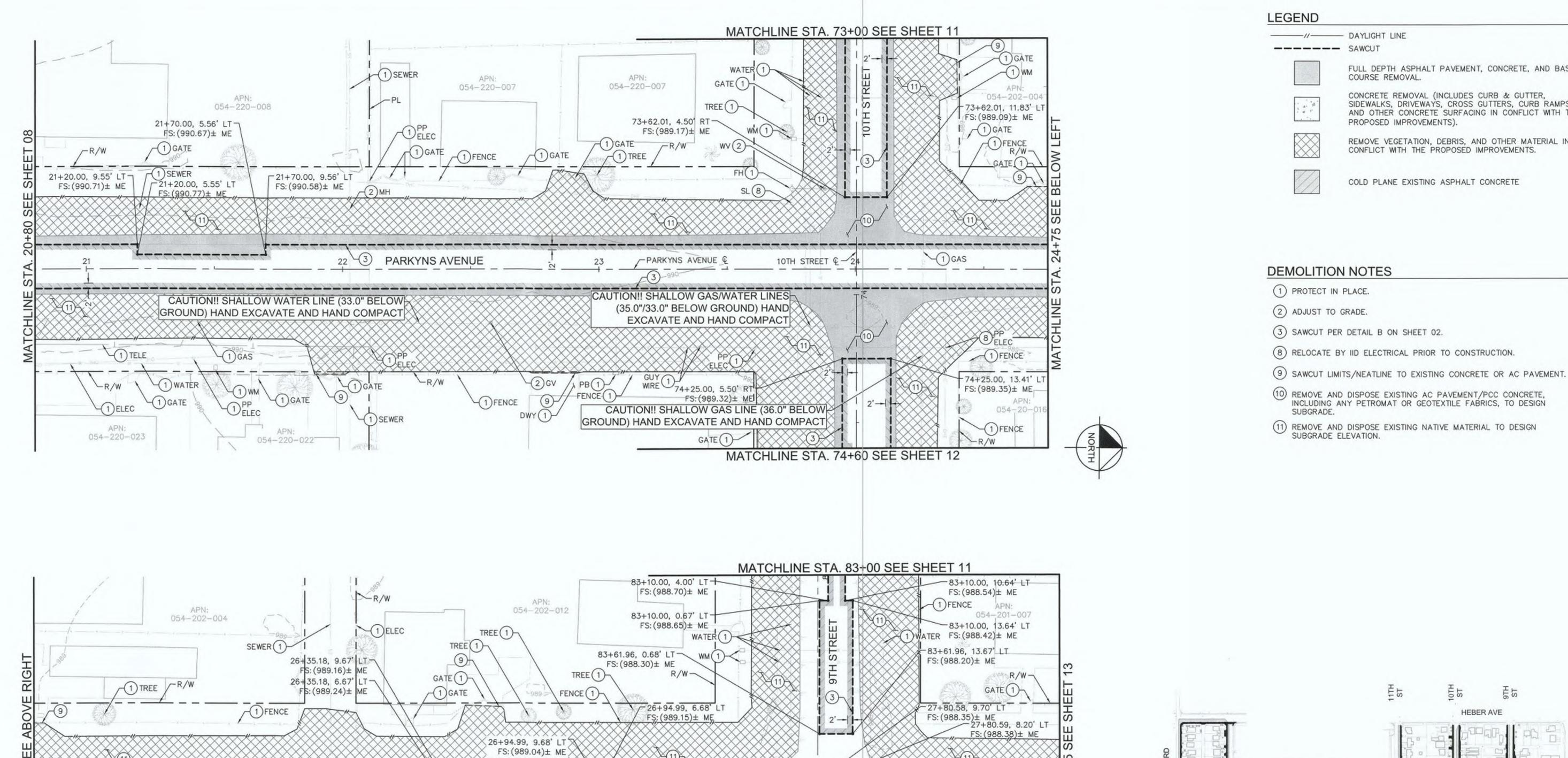
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		No. 89464	NICHOLAS J. OLESKOWICZ	R.C.E. No.	C 62028 EXP.9=30-23 *	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.	COUNTY OF IMPERIAL	SCALE N/A	VARIOUS ROADS; COUNTY PROJECT NO.	REFERENCE	R-983
		OF CALIFORNIA	8/17/23 DATE	12/31/24 REG. EXP.	OF CALIFORNIA	B IB 23 DATE	09/30/23 REG. EXP.	EL CENTRO, CALIFORNIA	CHECKED	6953CAPP	6953CAPP	SHEET OF 04 69









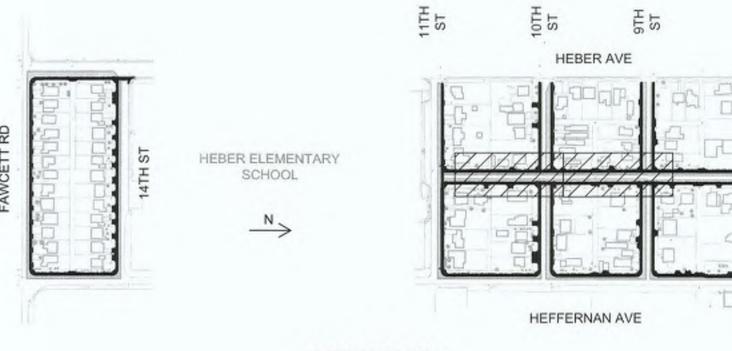


PARKYNS AVENUE

APN: 054-204-001

-R/W

APN: 054-204-016



-28+30.00, 8.21' L

-28+30.00, 7.47' RT

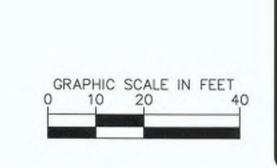
-2' FS: (988.57)± ME

84+50.00, 6.61' LT

MATCHLINE STA. 84+60 SEE SHEET 12

FS: (988.83)± ME APN: 1) FENCE 054-203-010

KEY INDEX





FULL DEPTH ASPHALT PAVEMENT, CONCRETE, AND BASE

SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CURB RAMPS,

REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN

AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE

CONCRETE REMOVAL (INCLUDES CURB & GUTTER,

CONFLICT WITH THE PROPOSED IMPROVEMENTS.

COLD PLANE EXISTING ASPHALT CONCRETE

COURSE REMOVAL.

PROPOSED IMPROVEMENTS).

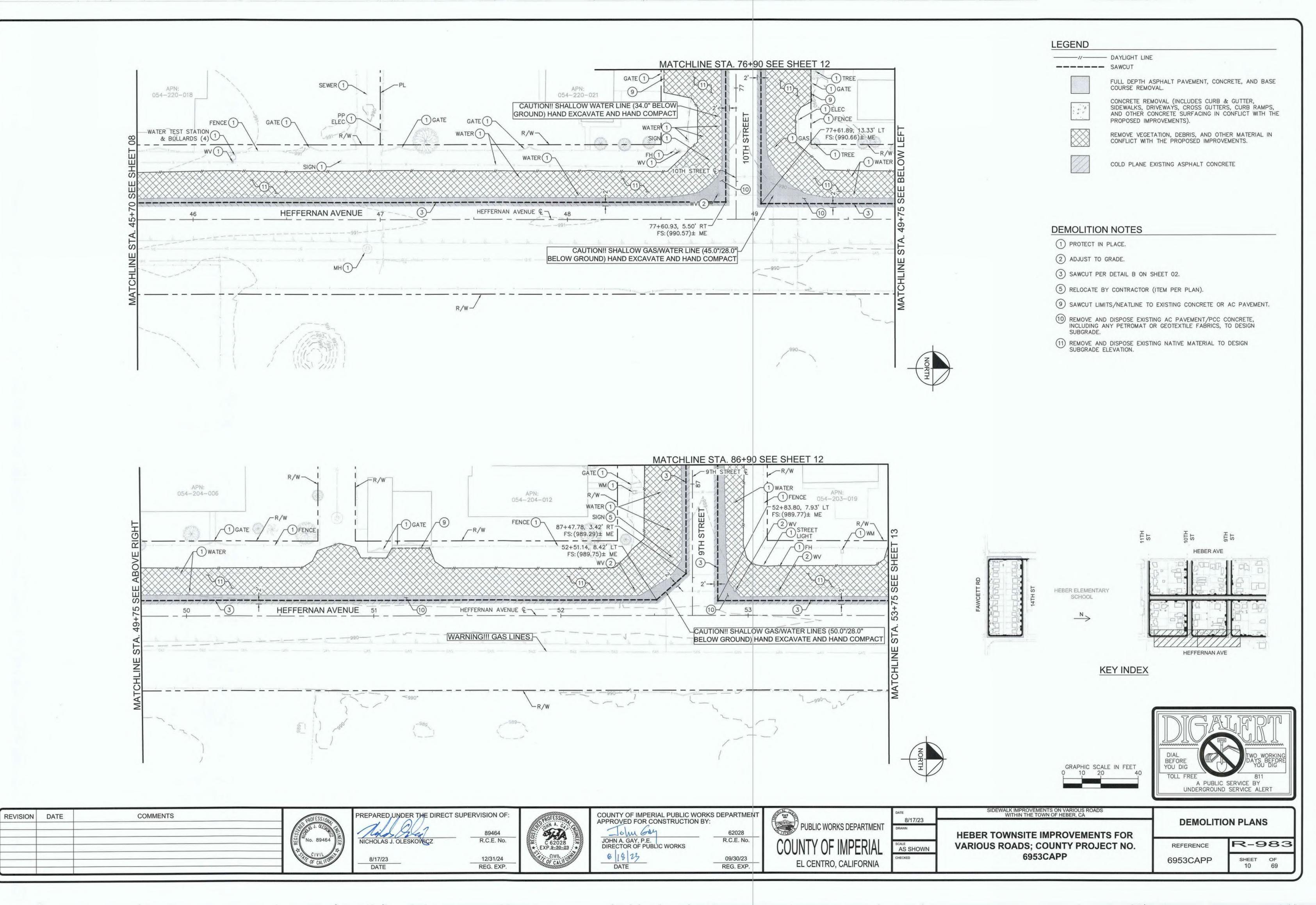
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		No. 89464	NICHOLAS J. OLESKOWICZ R.C.E. No. 8/17/23 12/31/24	C 62028 SEXP.8-30-23 · *	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS 09/30/	23	COUNTY OF IMPERIAL EL CENTRO, CALIFORNIA	SCALE AS SHOWN CHECKED	VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP	REFERENCE 6953CAPP	R-983
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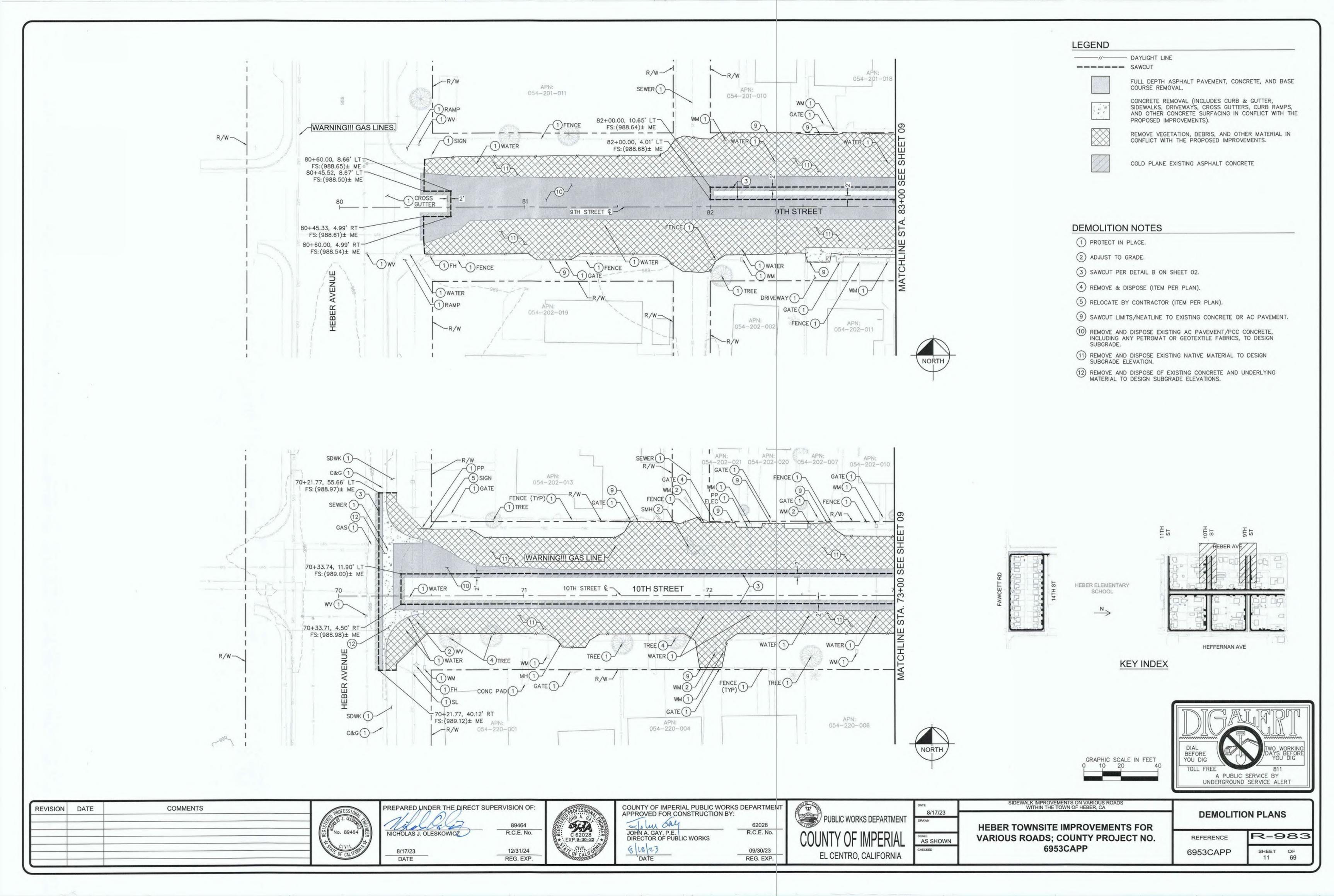
STREET 1

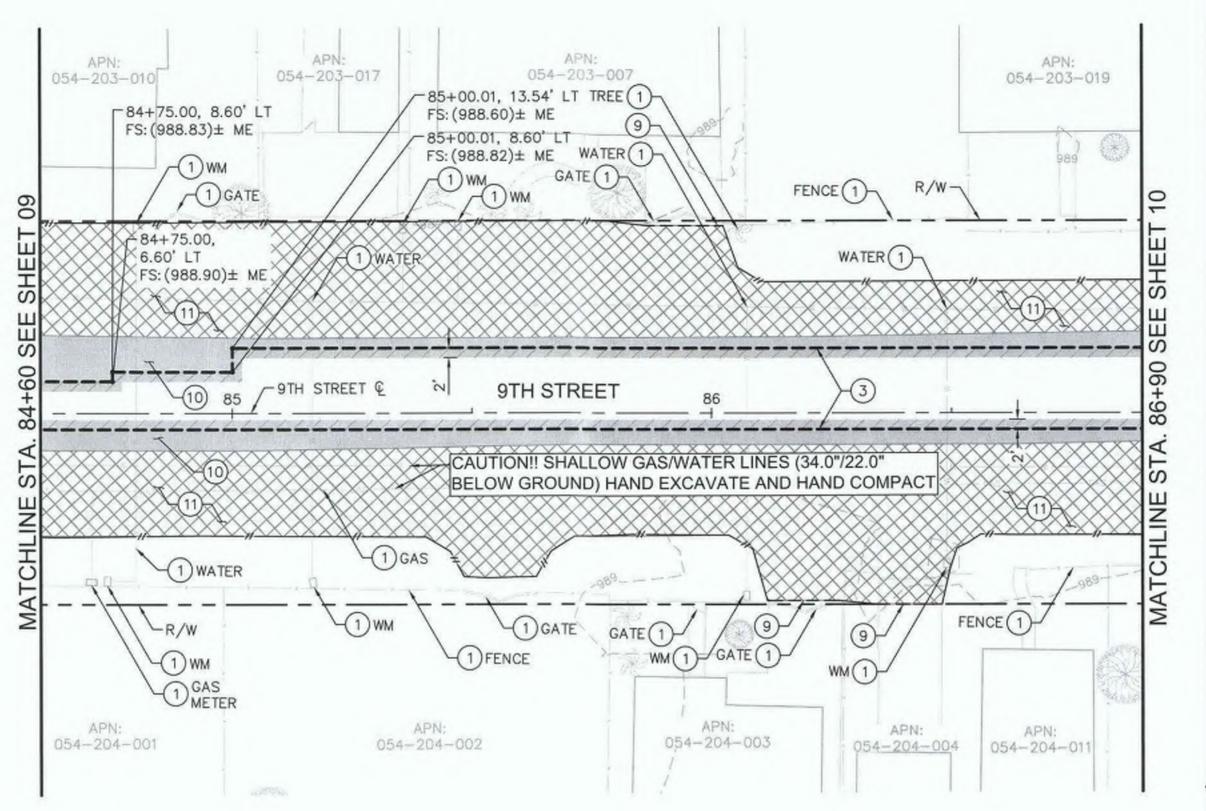
84+50.00, 3.42' RT FS: (988.80)± ME

GATE 1)-

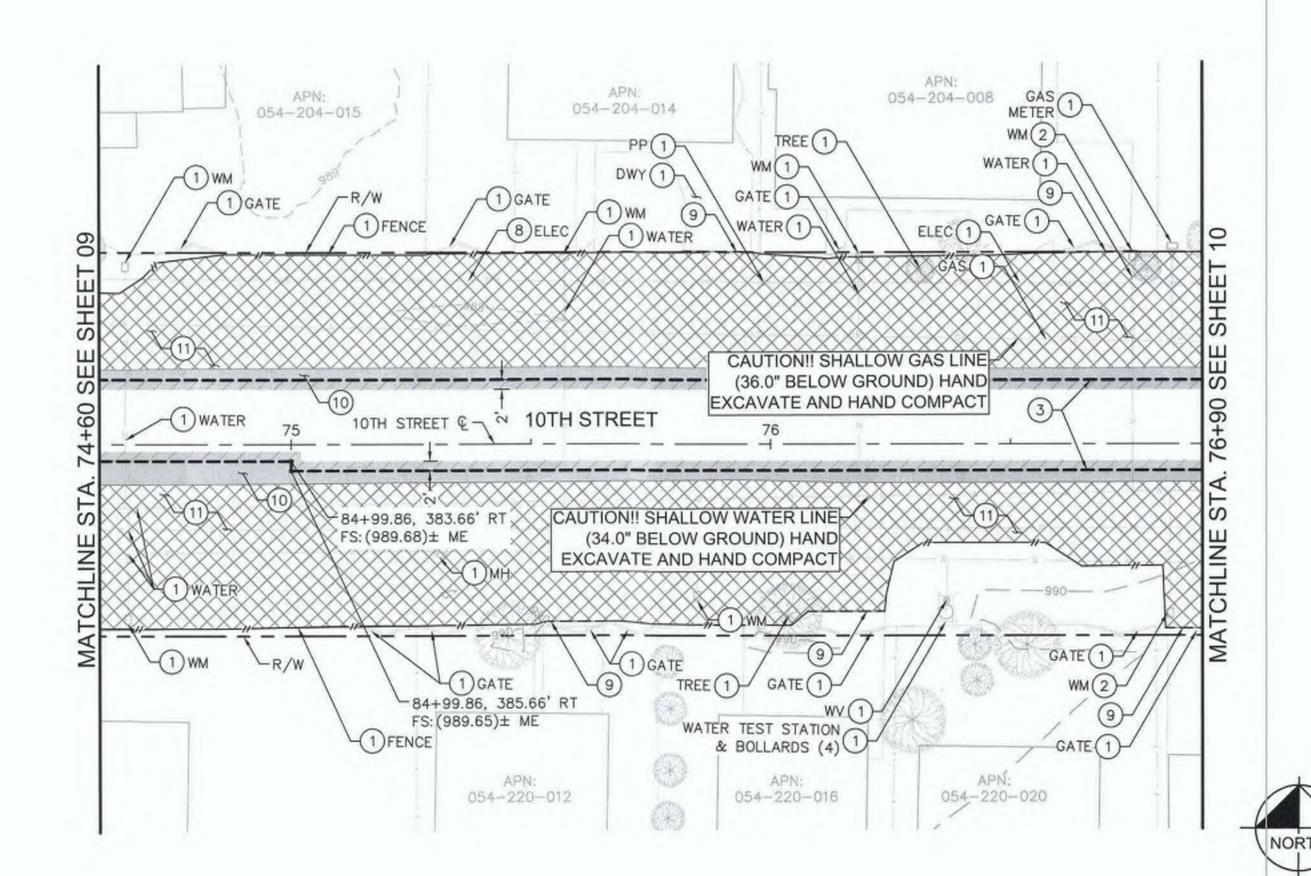
9TH STREET Q-













---- SAWCUT



FULL DEPTH ASPHALT PAVEMENT, CONCRETE, AND BASE COURSE REMOVAL.



CONCRETE REMOVAL (INCLUDES CURB & GUTTER, SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CURB RAMPS, AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE PROPOSED IMPROVEMENTS).



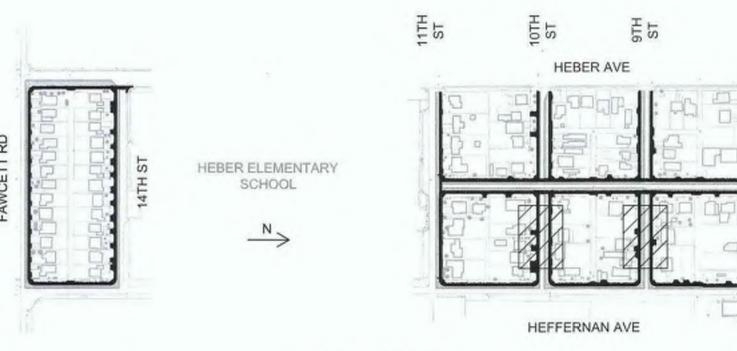
REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.



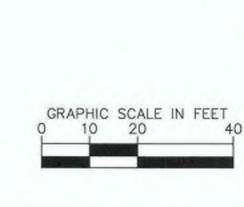
COLD PLANE EXISTING ASPHALT CONCRETE

DEMOLITION NOTES

- 1) PROTECT IN PLACE.
- (2) ADJUST TO GRADE.
- 3 SAWCUT PER DETAIL B ON SHEET 02.
- 8 RELOCATE BY IID ELECTRICAL PRIOR TO CONSTRUCTION.
- 9 SAWCUT LIMITS/NEATLINE TO EXISTING CONCRETE OR AC PAVEMENT.
- 10 REMOVE AND DISPOSE EXISTING AC PAVEMENT/PCC CONCRETE, INCLUDING ANY PETROMAT OR GEOTEXTILE FABRICS, TO DESIGN SUBGRADE.
- (1) REMOVE AND DISPOSE EXISTING NATIVE MATERIAL TO DESIGN SUBGRADE ELEVATION.



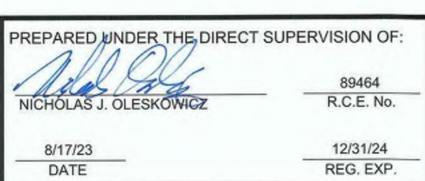
KEY INDEX





REVISION	DATE	COMMENTS
	1	







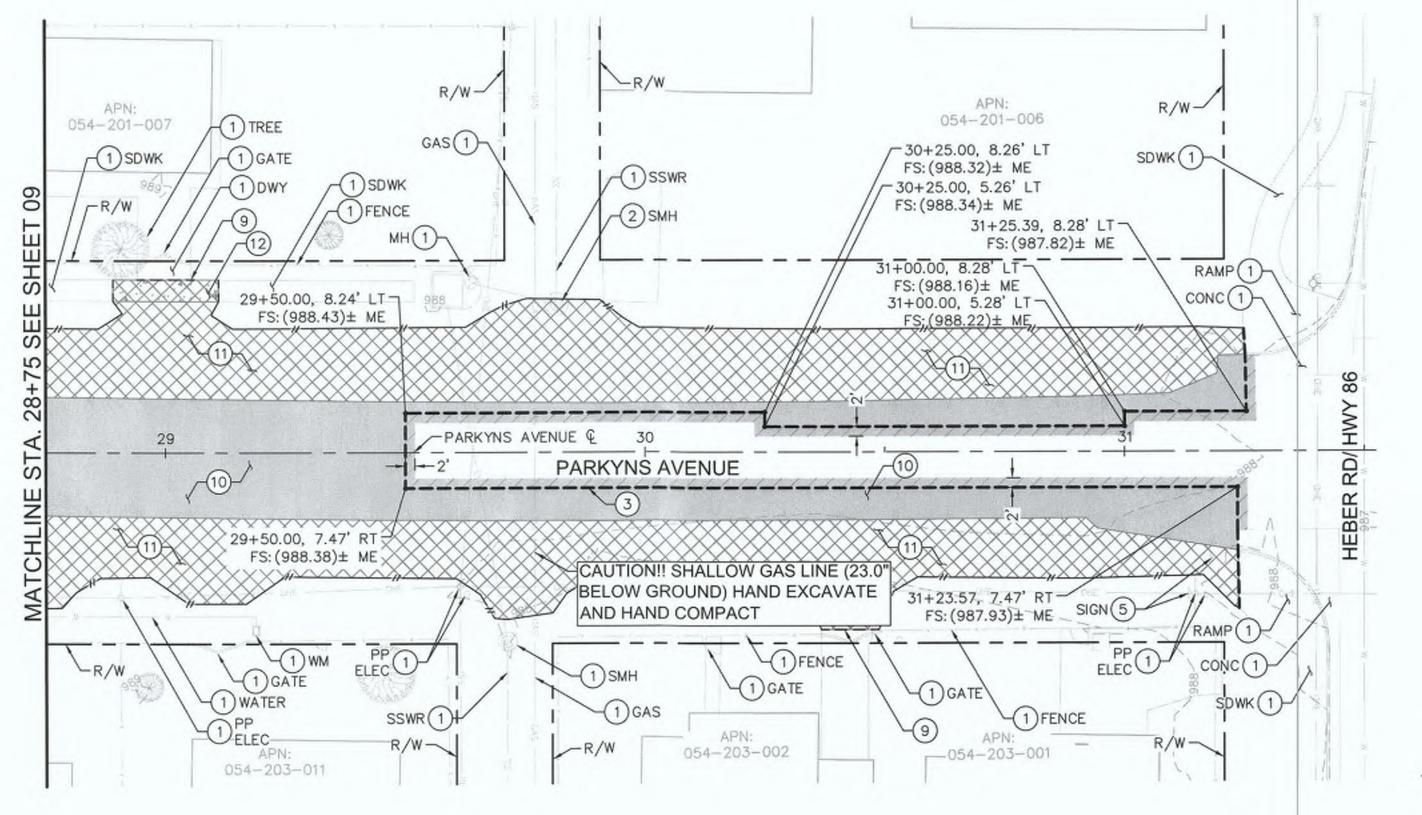
COUNTY OF IMPERIAL PUBLIC WOL	
John Gay	62028
JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
8 18 23	09/30/23
DATE	REG. EXP.

VΤ	WW W
	PUBLIC WORKS DEPARTMENT
	COUNTY OF IMPERIAL
-1	EL CENTRO, CALIFORNIA

8/17/23	WITHIN THE TOWN OF HEBER, CA
0/11/23 PAWN	HEBER TOWNSITE IMPROVEMENTS FOR
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
ECKED	6953CAPP

DEMOLITION PLANS

REFERENCE R-983
6953CAPP SHEET OF 12 69





LEGEND

----- DAYLIGHT LINE ---- SAWCUT



FULL DEPTH ASPHALT PAVEMENT, CONCRETE, AND BASE COURSE REMOVAL.



CONCRETE REMOVAL (INCLUDES CURB & GUTTER, SIDEWALKS, DRIVEWAYS, CROSS GUTTERS, CURB RAMPS, AND OTHER CONCRETE SURFACING IN CONFLICT WITH THE PROPOSED IMPROVEMENTS).



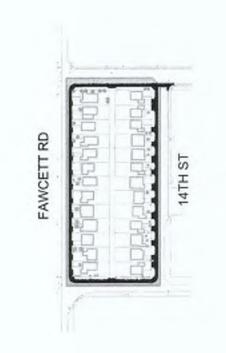
REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.



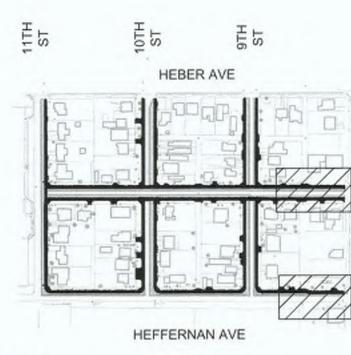
COLD PLANE EXISTING ASPHALT CONCRETE

DEMOLITION NOTES

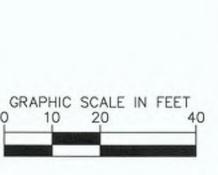
- 1) PROTECT IN PLACE.
- (2) ADJUST TO GRADE.
- (3) SAWCUT PER DETAIL B ON SHEET 02.
- (5) RELOCATE BY CONTRACTOR (ITEM PER PLAN).
- (9) SAWCUT LIMITS/NEATLINE TO EXISTING CONCRETE OR AC PAVEMENT.
- (10) REMOVE AND DISPOSE EXISTING AC PAVEMENT/PCC CONCRETE, INCLUDING ANY PETROMAT OR GEOTEXTILE FABRICS, TO DESIGN
- (11) REMOVE AND DISPOSE EXISTING NATIVE MATERIAL TO DESIGN SUBGRADE ELEVATION.
- (12) REMOVE AND DISPOSE OF EXISTING CONCRETE AND UNDERLYING MATERIAL TO DESIGN SUBGRADE ELEVATIONS.







KEY INDEX





1		-

FS: (988.41) ± ME

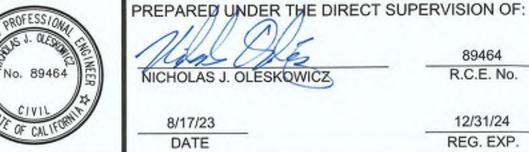
55+50.00, 8.01' LT 054-203-006 FS: (988.90)± ME WM 1

55+50.00, 5.01' LT FS: (989.02)± ME 1) WATER

HEFFERNAN AVENUE

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REVISION



054-203-018

GATE 1

-1 GATE



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John Gry	62028	1
OHN A. GAY, P.E. RECTOR OF PUBLIC WORKS	R.C.E. No.	(
8 18 23	09/30/23	•
DATE	REG. EXP.	

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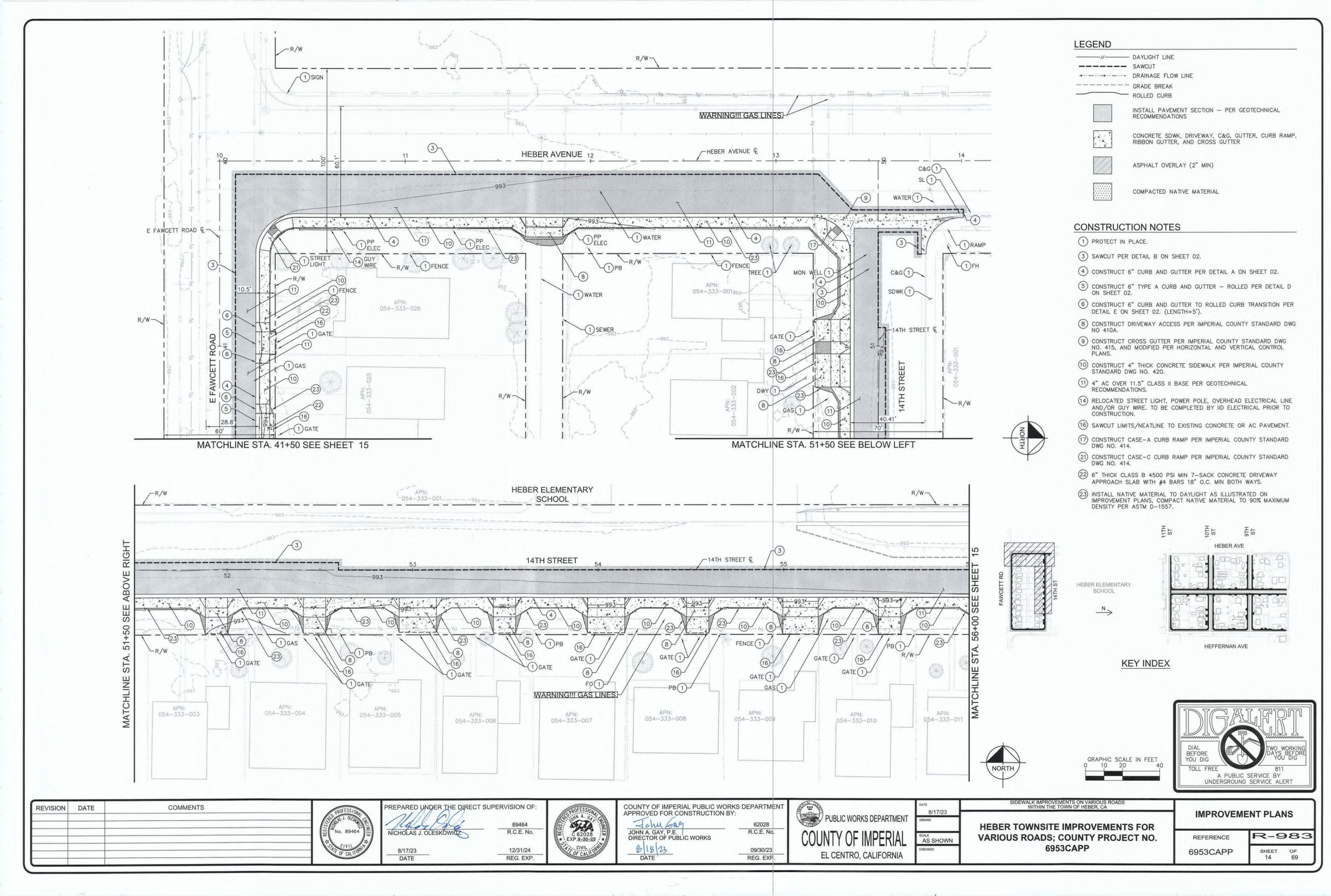
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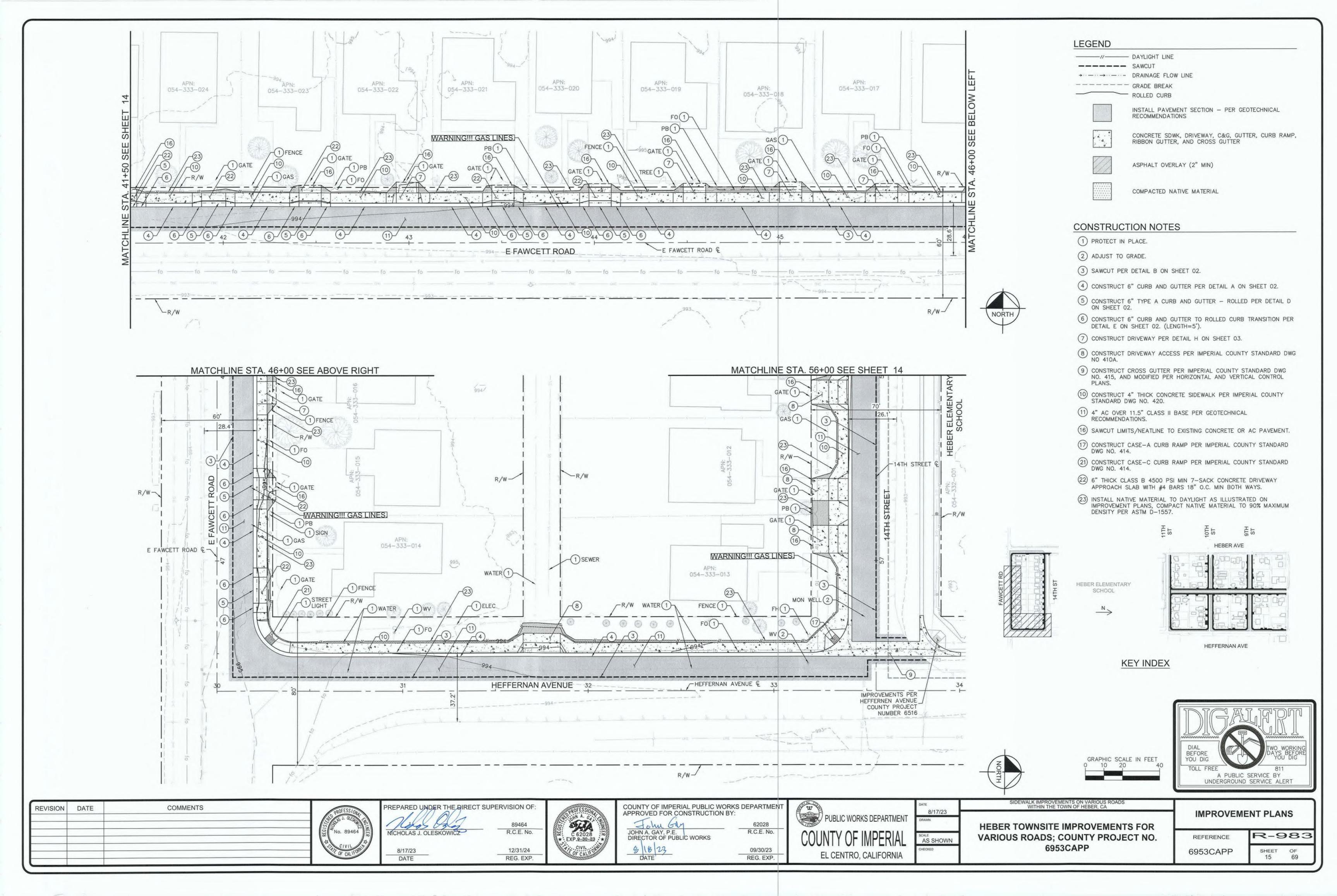
IT	PUBLIC WORKS DEPARTMENT
	COUNTY OF IMPERIAL
-	EL CENTRO, CALIFORNIA

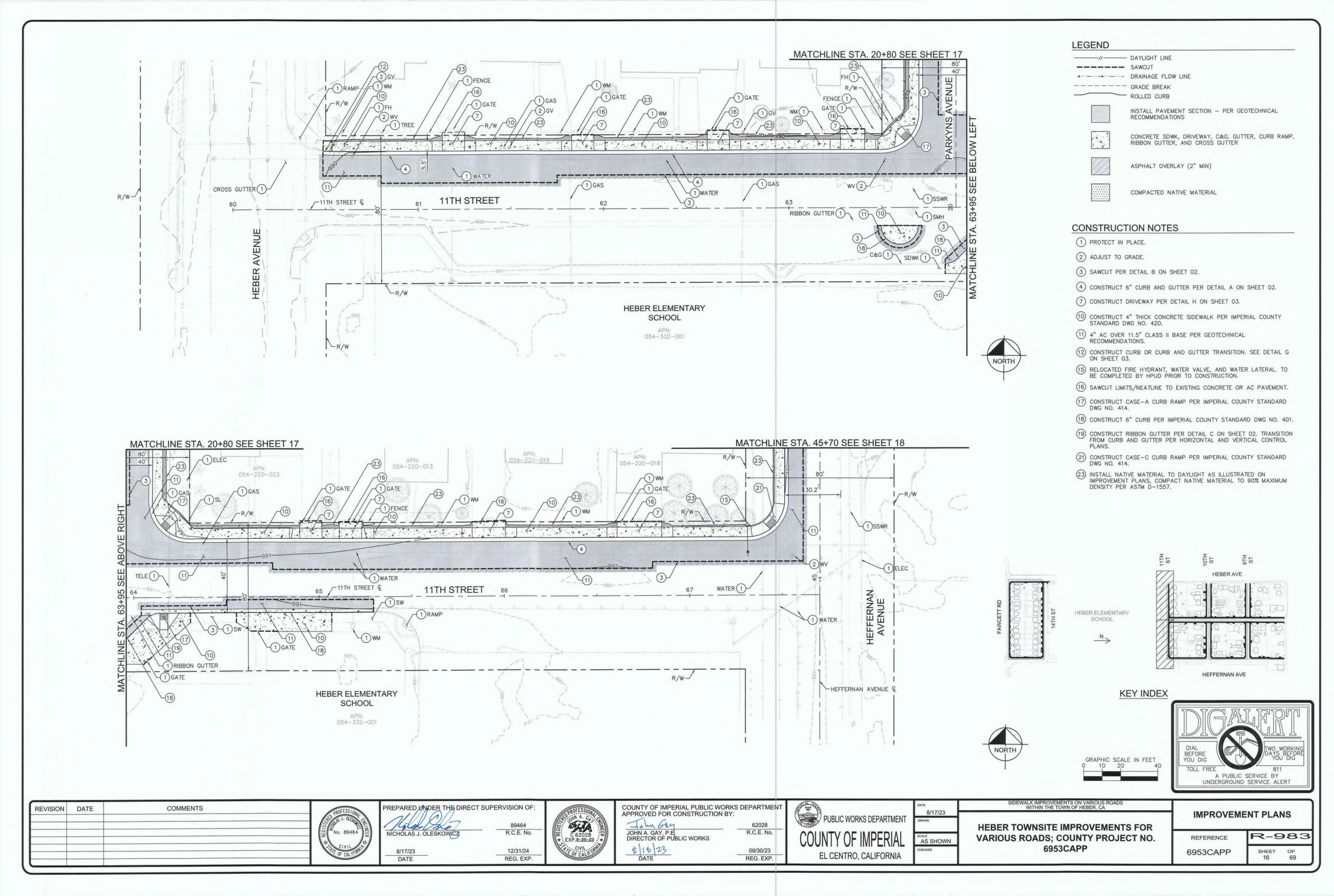
те	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA	
8/17/23		
AWN	HEBER TOWNSITE IMPROVEMENTS FOR	
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.	
ECKED	6953CAPP	

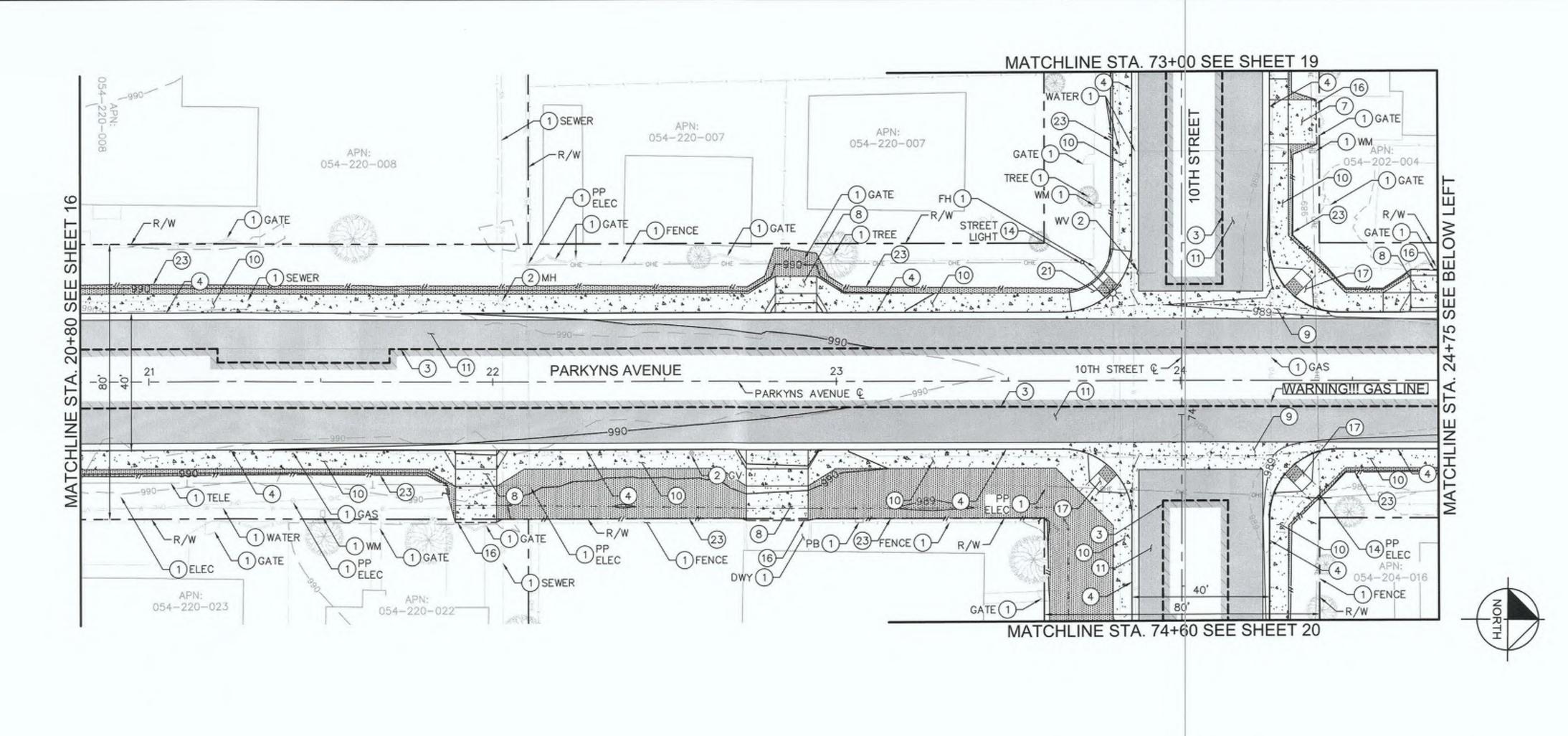
DEMOLITION PLANS

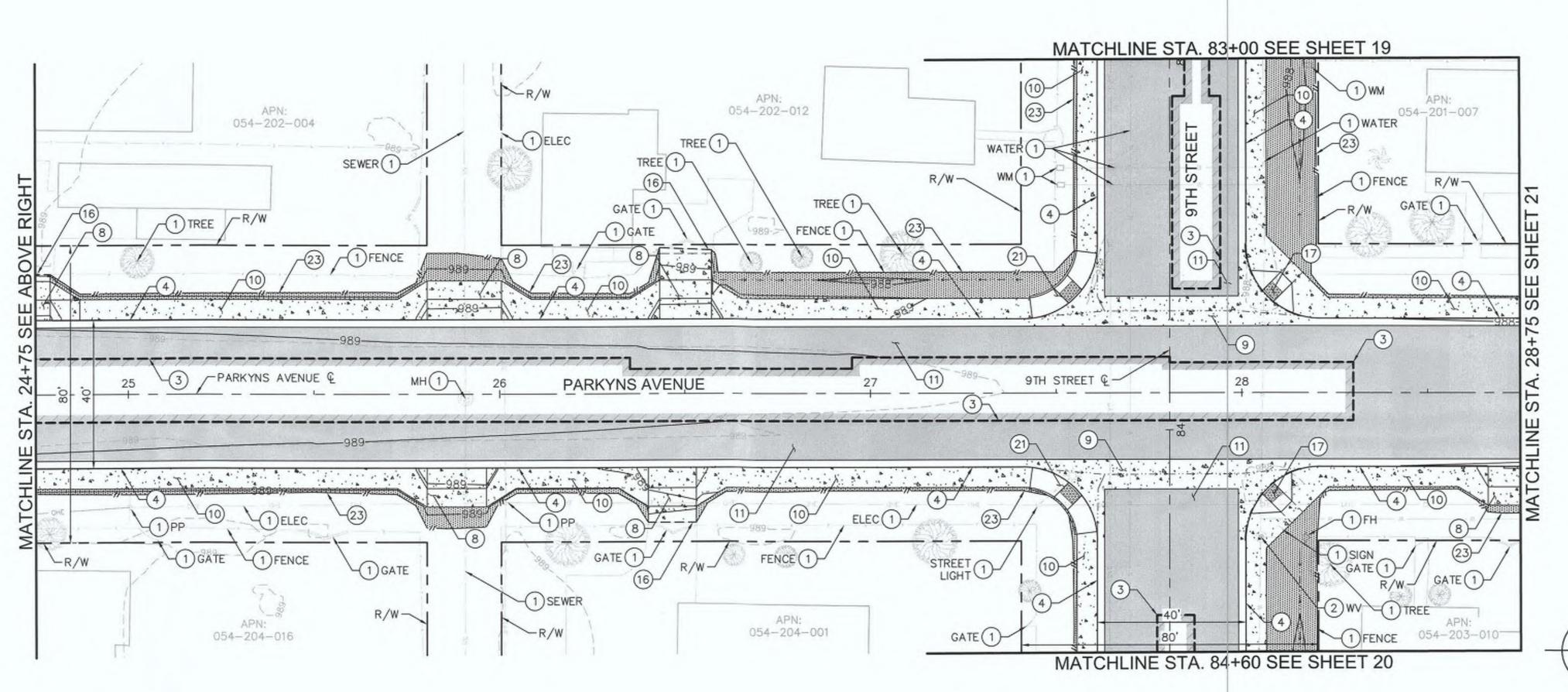
R-983 REFERENCE 6953CAPP SHEET OF 13













----- DAYLIGHT LINE ---- SAWCUT →········ DRAINAGE FLOW LINE

---- GRADE BREAK ROLLED CURB



INSTALL PAVEMENT SECTION - PER GEOTECHNICAL RECOMMENDATIONS



CONCRETE SDWK, DRIVEWAY, C&G, GUTTER, CURB RAMP, RIBBON GUTTER, AND CROSS GUTTER



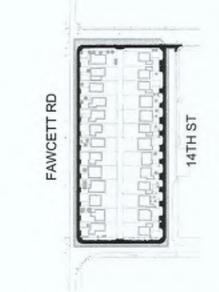
ASPHALT OVERLAY (2" MIN)



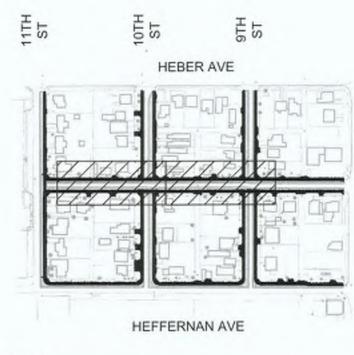
COMPACTED NATIVE MATERIAL

CONSTRUCTION NOTES

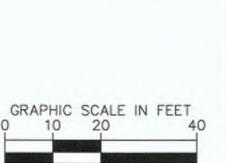
- 1) PROTECT IN PLACE.
- (2) ADJUST TO GRADE.
- 3 SAWCUT PER DETAIL B ON SHEET 02.
- (4) CONSTRUCT 6" CURB AND GUTTER PER DETAIL A ON SHEET 02.
- 7 CONSTRUCT DRIVEWAY PER DETAIL H ON SHEET 03.
- 8 CONSTRUCT DRIVEWAY ACCESS PER IMPERIAL COUNTY STANDARD DWG NO 410A.
- ONSTRUCT CROSS GUTTER PER IMPERIAL COUNTY STANDARD DWG NO. 415, AND MODIFIED PER HORIZONTAL AND VERTICAL CONTROL
- 10 CONSTRUCT 4" THICK CONCRETE SIDEWALK PER IMPERIAL COUNTY STANDARD DWG NO. 420.
- (11) 4" AC OVER 11.5" CLASS II BASE PER GEOTECHNICAL RECOMMENDATIONS.
- (14) RELOCATED STREET LIGHT, POWER POLE, OVERHEAD ELECTRICAL LINE AND/OR GUY WIRE. TO BE COMPLETED BY IID ELECTRICAL PRIOR TO CONSTRUCTION.
- (16) SAWCUT LIMITS/NEATLINE TO EXISTING CONCRETE OR AC PAVEMENT.
- (17) CONSTRUCT CASE-A CURB RAMP PER IMPERIAL COUNTY STANDARD DWG NO. 414.
- 21) CONSTRUCT CASE-C CURB RAMP PER IMPERIAL COUNTY STANDARD DWG NO. 414.
- (23) INSTALL NATIVE MATERIAL TO DAYLIGHT AS ILLUSTRATED ON IMPROVEMENT PLANS, COMPACT NATIVE MATERIAL TO 90% MAXIMUM DENSITY PER ASTM D-1557.

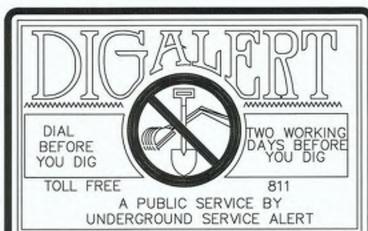






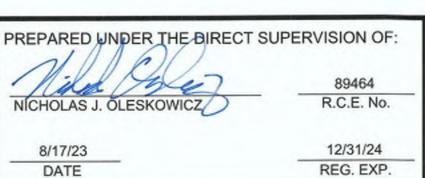






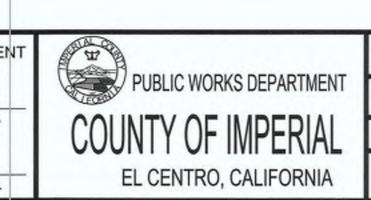
REVISION	DATE	COMMENTS	
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	COUNTY OF IMPERIAL PUBLIC WO APPROVED FOR CONSTRUCTION	
疆	John Gry	62028
ER *	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. N
Milita	8 18 23	09/30/2
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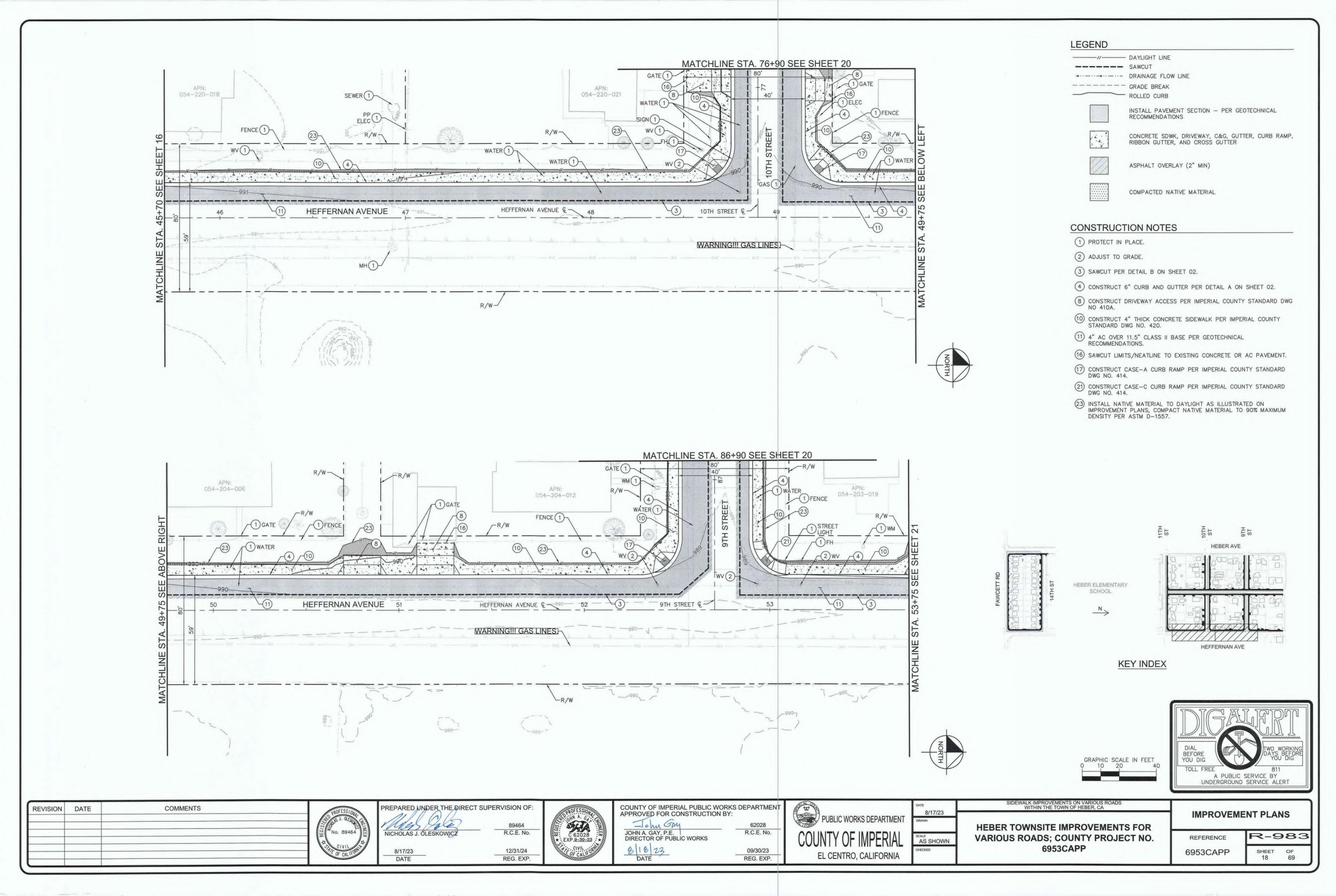


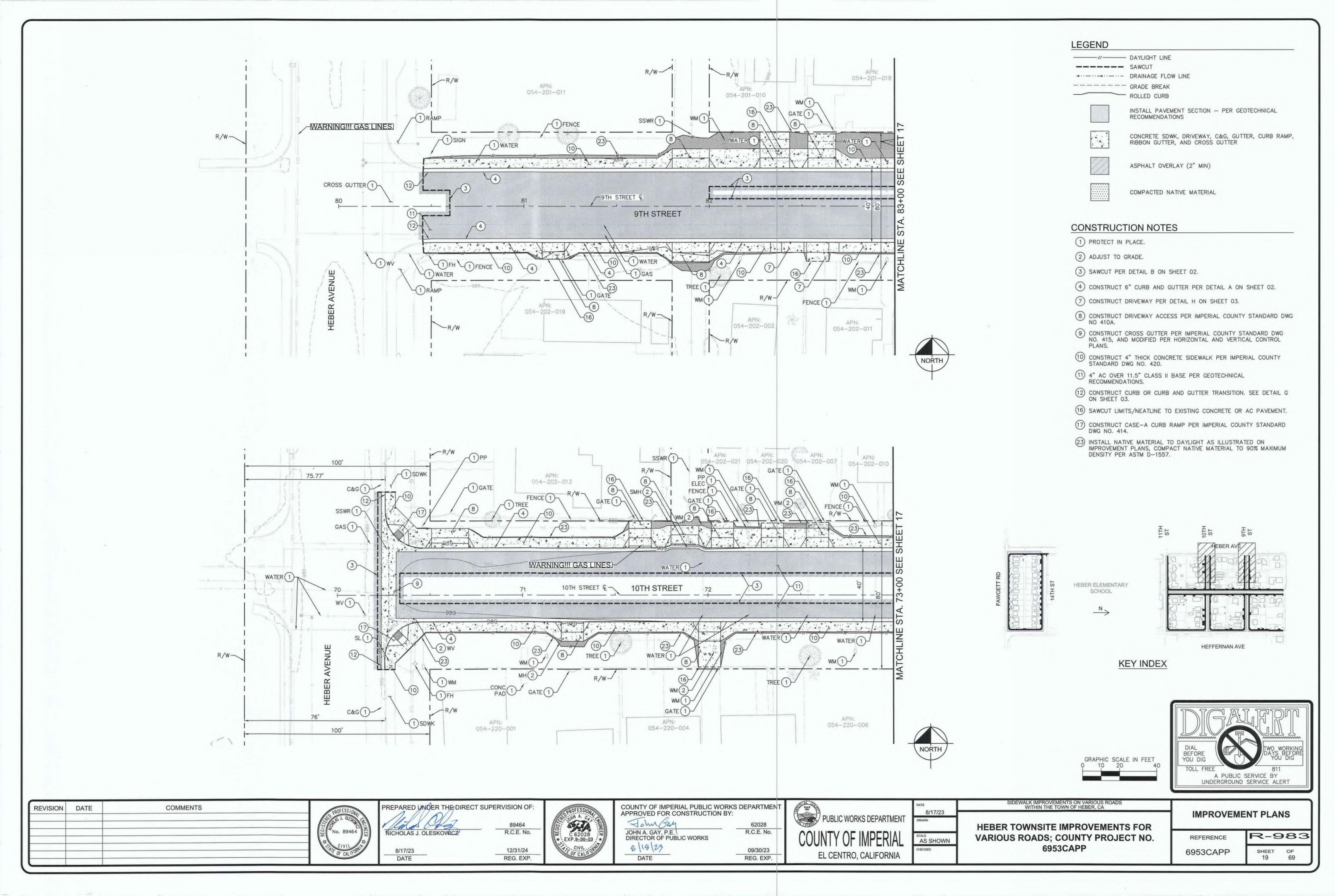
DATE	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
8/17/23	
DRAWN	HEBER TOWNSITE IMPROVEMENT
AS SHOWN	VARIOUS ROADS; COUNTY PROJE
CHECKED	6953CAPP

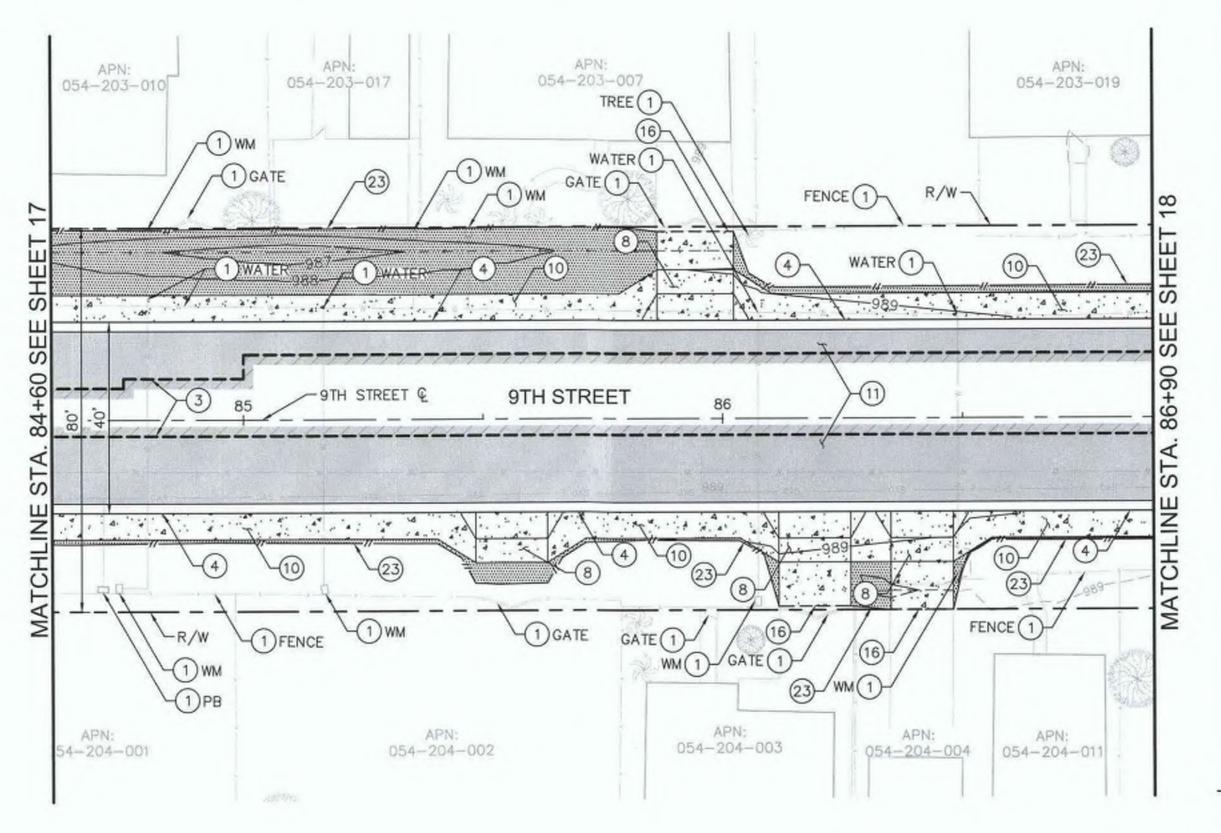
TOWNSITE IMPROVEMENTS FOR JS ROADS; COUNTY PROJECT NO. 6953CAPP

IMPROVEMENT PLANS

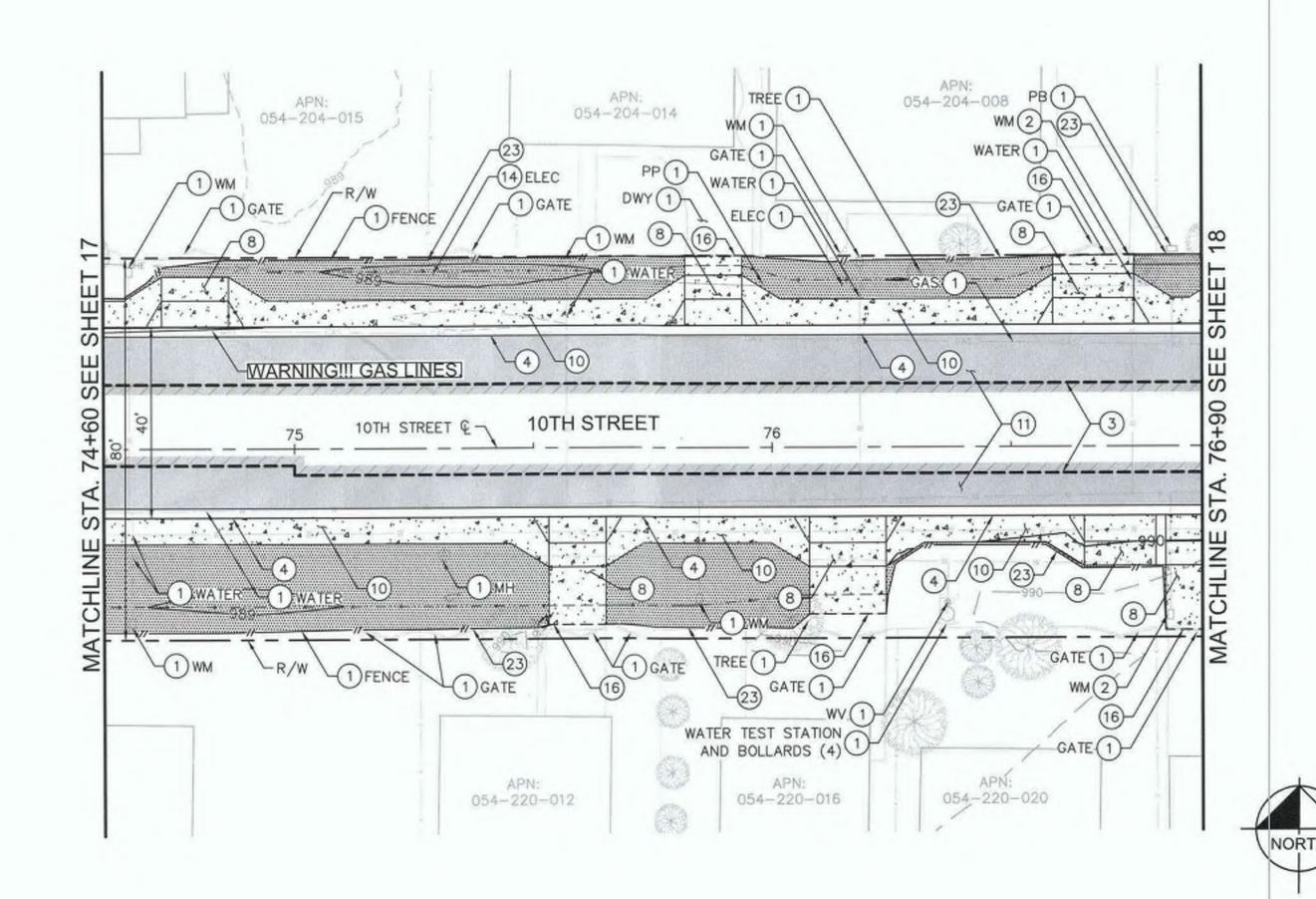
R-983 REFERENCE 6953CAPP SHEET OF 17 69













----- DAYLIGHT LINE ---- SAWCUT

→········ DRAINAGE FLOW LINE ---- GRADE BREAK

ROLLED CURB

INSTALL PAVEMENT SECTION - PER GEOTECHNICAL RECOMMENDATIONS



CONCRETE SDWK, DRIVEWAY, C&G, GUTTER, CURB RAMP, RIBBON GUTTER, AND CROSS GUTTER



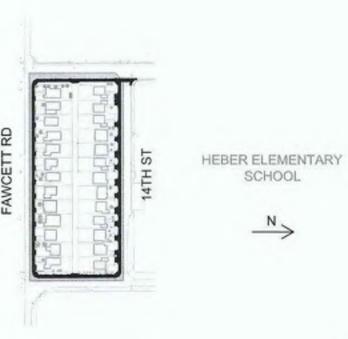
ASPHALT OVERLAY (2" MIN)

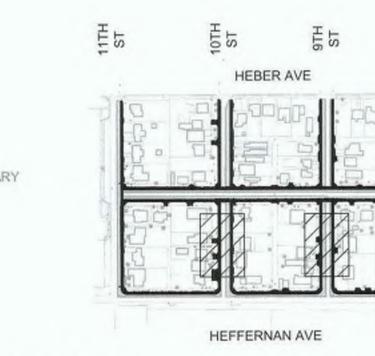


COMPACTED NATIVE MATERIAL

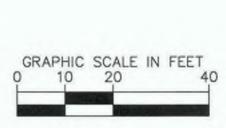
CONSTRUCTION NOTES

- 1 PROTECT IN PLACE.
- 2 ADJUST TO GRADE.
- 3 SAWCUT PER DETAIL B ON SHEET 02.
- 4 CONSTRUCT 6" CURB AND GUTTER PER DETAIL A ON SHEET 02.
- 8 CONSTRUCT DRIVEWAY ACCESS PER IMPERIAL COUNTY STANDARD DWG NO 410A.
- O CONSTRUCT 4" THICK CONCRETE SIDEWALK PER IMPERIAL COUNTY STANDARD DWG NO. 420.
- 11) 4" AC OVER 11.5" CLASS II BASE PER GEOTECHNICAL RECOMMENDATIONS.
- (14) RELOCATED STREET LIGHT, POWER POLE, OVERHEAD ELECTRICAL LINE AND/OR GUY WIRE. TO BE COMPLETED BY IID ELECTRICAL PRIOR TO CONSTRUCTION.
- (16) SAWCUT LIMITS/NEATLINE TO EXISTING CONCRETE OR AC PAVEMENT.
- (23) INSTALL NATIVE MATERIAL TO DAYLIGHT AS ILLUSTRATED ON IMPROVEMENT PLANS, COMPACT NATIVE MATERIAL TO 90% MAXIMUM DENSITY PER ASTM D-1557.





KEY INDEX





REVISION	DATE	COMMENTS	







SIONAL	COUNTY OF IMPERIAL PUBLIC WOR APPROVED FOR CONSTRUCTION E	
28 0-23 **	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	62028 R.C.E. No
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	DATE	REG. EXP

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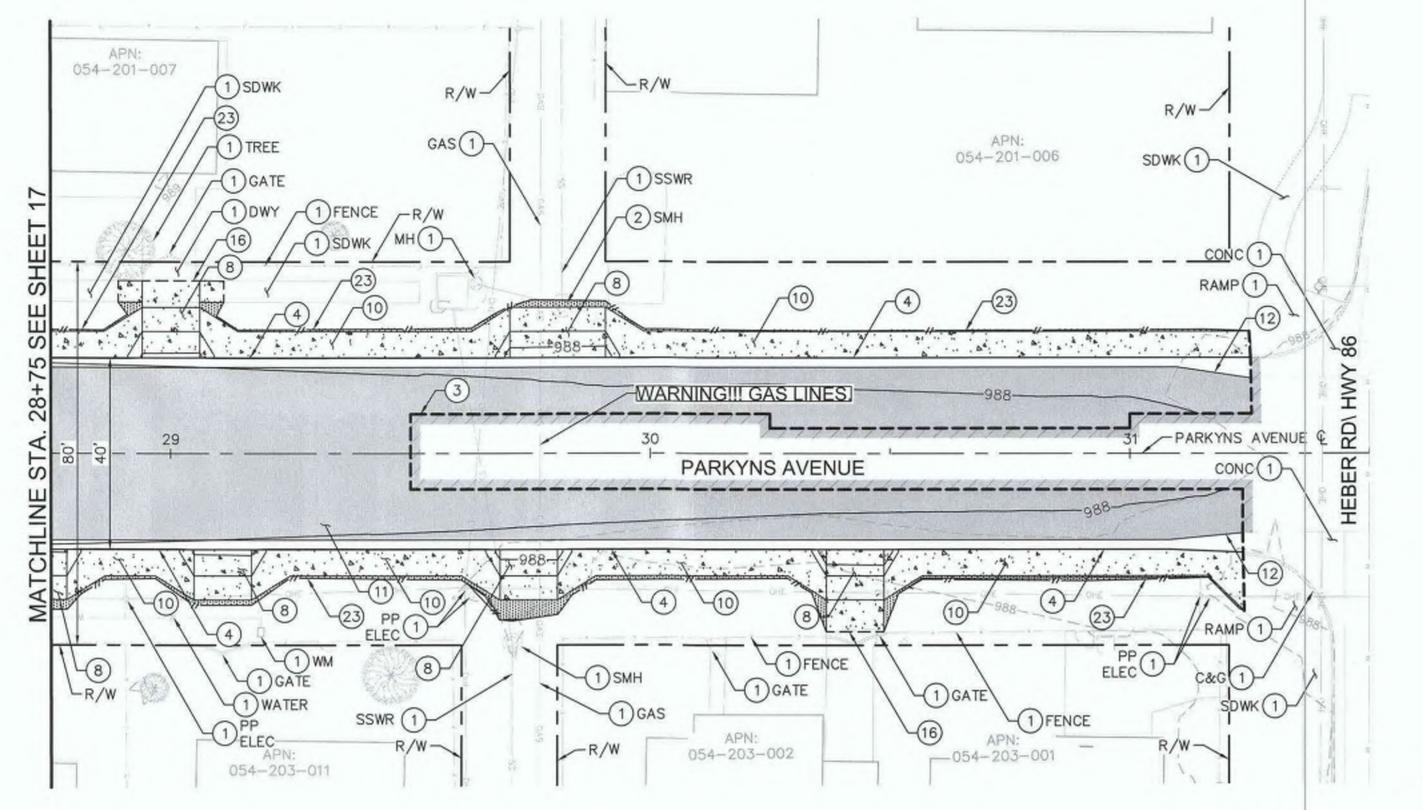
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1	PUBLIC WORKS DEPARTMENT
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- 1	COUNTY OF IMPERIAL
-	EL CENTRO, CALIFORNIA

E	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
8/17/23	
OWN	HEBER TOWNSITE IMPROVEMENTS FOR
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
CKED	6953CAPP

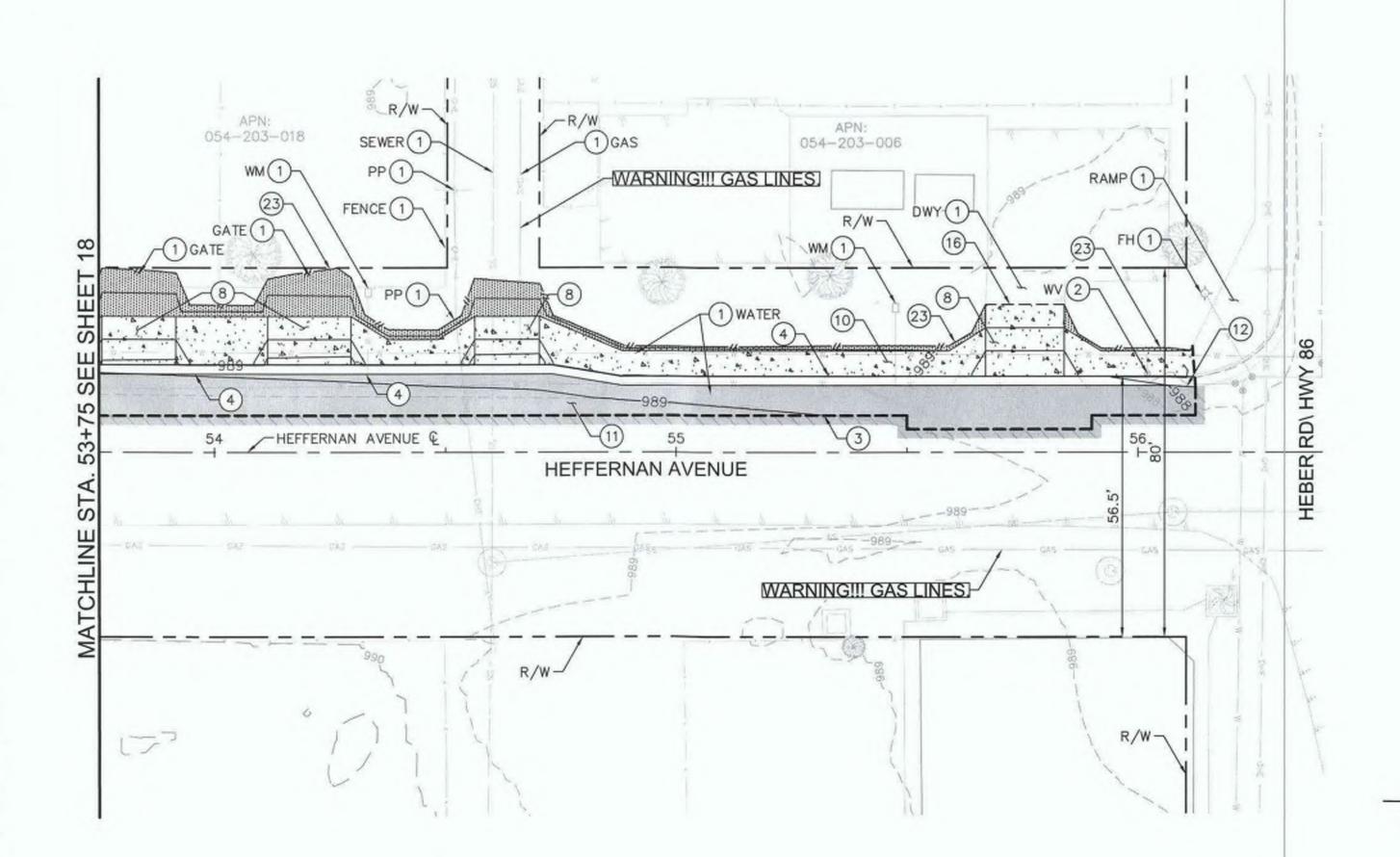
IMPROVEMENT PLANS

R-983 REFERENCE 6953CAPP

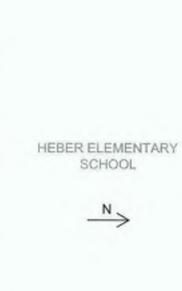
SHEET OF 69











LEGEND

----- DAYLIGHT LINE

---- GRADE BREAK

CONSTRUCTION NOTES

3 SAWCUT PER DETAIL B ON SHEET 02.

1) PROTECT IN PLACE.

(2) ADJUST TO GRADE.

→······· DRAINAGE FLOW LINE

ROLLED CURB

RECOMMENDATIONS

ASPHALT OVERLAY (2" MIN)

COMPACTED NATIVE MATERIAL

4 CONSTRUCT 6" CURB AND GUTTER PER DETAIL A ON SHEET 02.

O CONSTRUCT 4" THICK CONCRETE SIDEWALK PER IMPERIAL COUNTY STANDARD DWG NO. 420.

(12) CONSTRUCT CURB OR CURB AND GUTTER TRANSITION. SEE DETAIL G ON SHEET 03.

(16) SAWCUT LIMITS/NEATLINE TO EXISTING CONCRETE OR AC PAVEMENT.

23 INSTALL NATIVE MATERIAL TO DAYLIGHT AS ILLUSTRATED ON IMPROVEMENT PLANS, COMPACT NATIVE MATERIAL TO 90% MAXIMUM DENSITY PER ASTM D-1557.

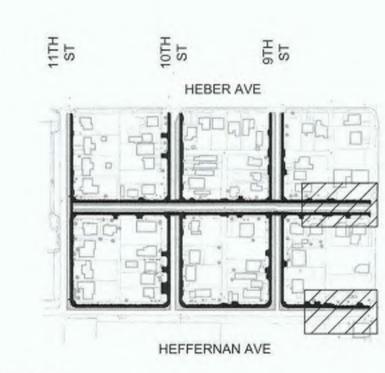
11) 4" AC OVER 11.5" CLASS II BASE PER GEOTECHNICAL RECOMMENDATIONS.

8 CONSTRUCT DRIVEWAY ACCESS PER IMPERIAL COUNTY STANDARD DWG

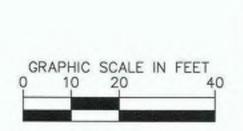
INSTALL PAVEMENT SECTION - PER GEOTECHNICAL

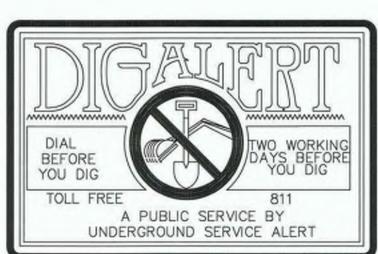
CONCRETE SDWK, DRIVEWAY, C&G, GUTTER, CURB RAMP, RIBBON GUTTER, AND CROSS GUTTER

---- SAWCUT



KEY INDEX





REVISION	DATE	COMMENTS	

	PROFESS/ONA	
1	S. S. C. O.	
100	No. 89464	100
-	CIVIL OF CALIFORNI	

PREPARED UNDER THE DIRECT	SUPERVISION OF
Mild Dales	89464
NICHÓLAS J. OLESKOWICZ	R.C.E. No.
8/17/23	12/31/24
DATE	REG EXP



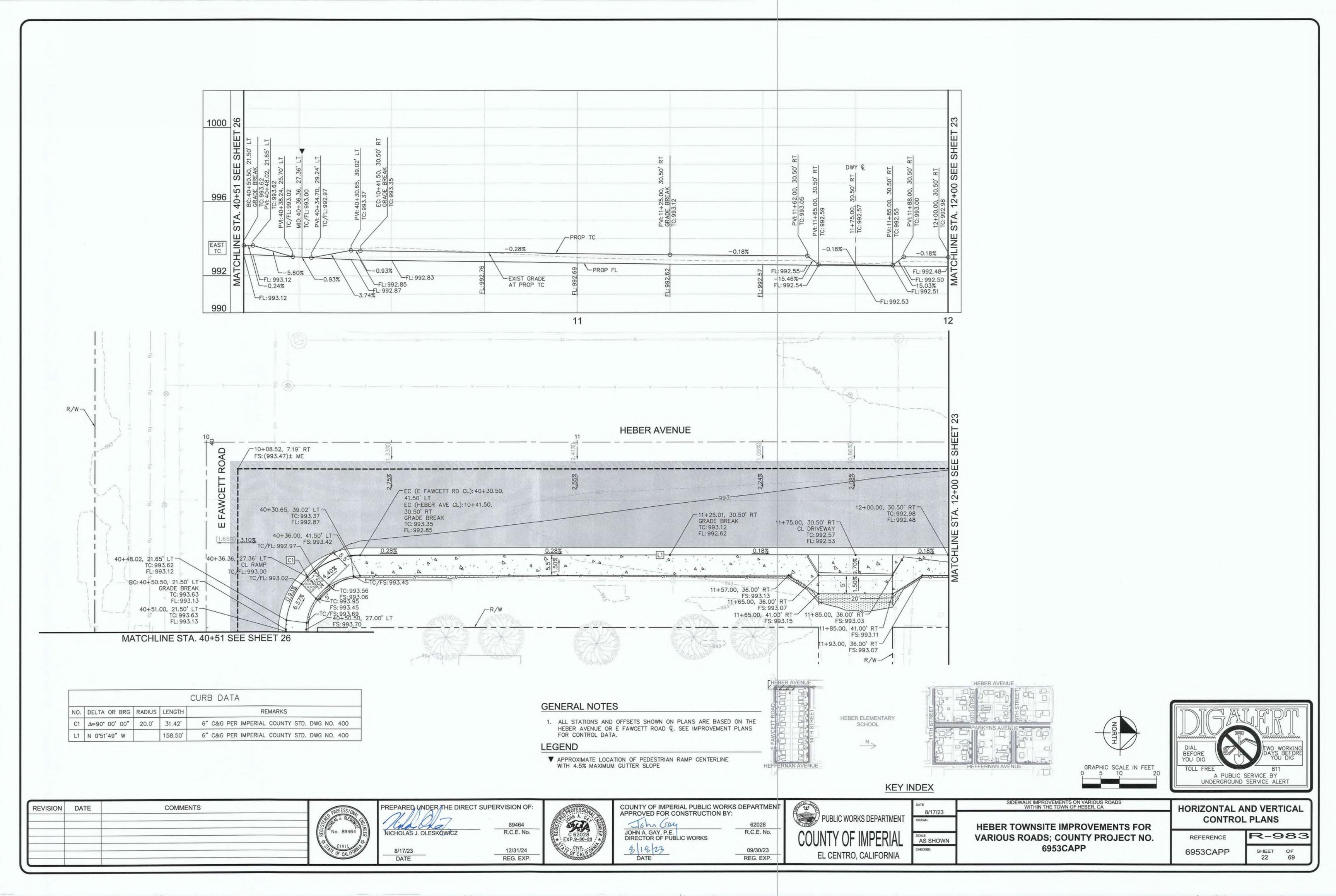
COUNTY OF IMPERIAL PUBLIC WO	
John Goy	62028
JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
8/18/23	09/30/23
DATE	REG. EXP.

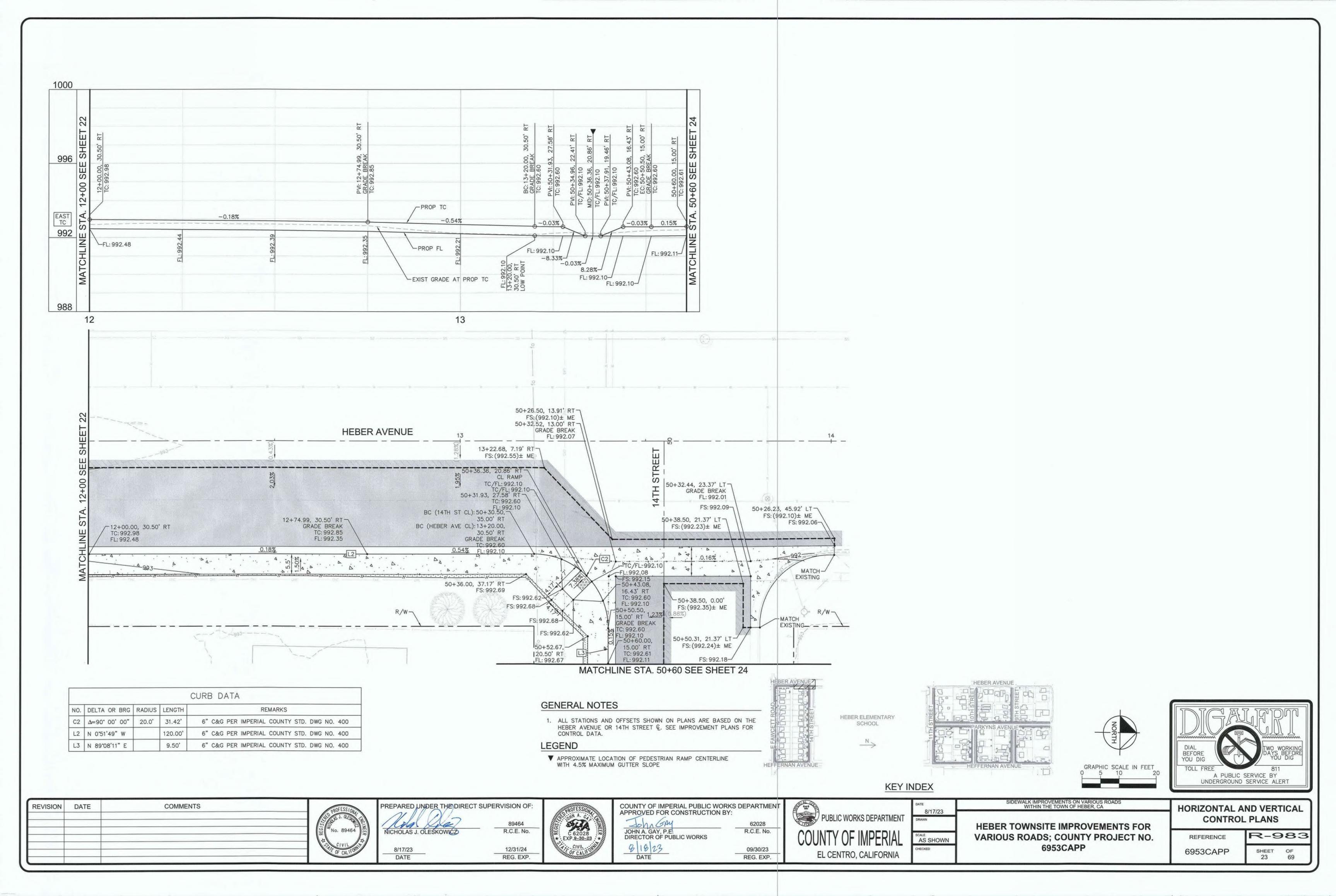
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	PUBLIC WORKS DEPARTMENT
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+	EL CENTRO, CALIFORNIA

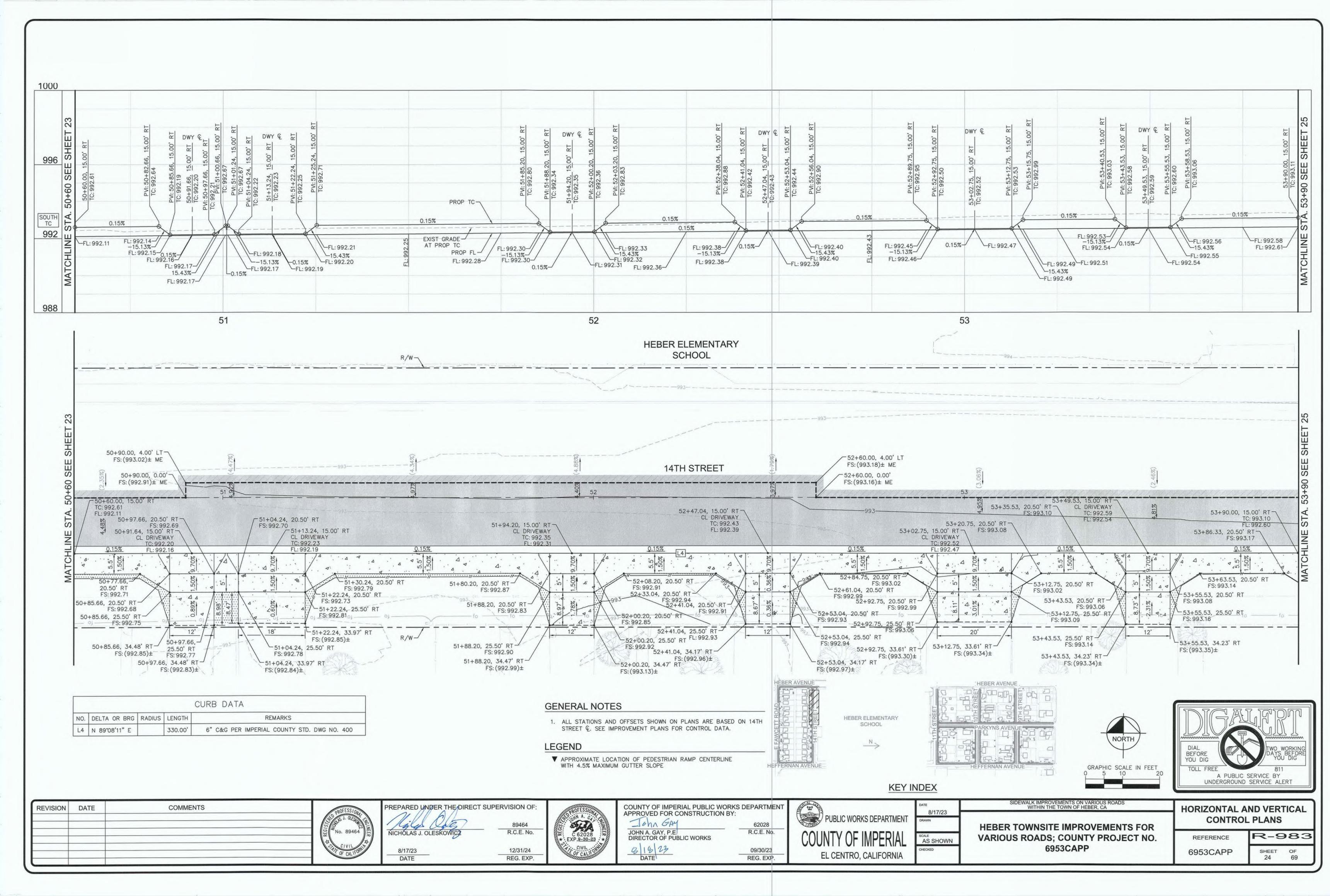
DATE	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
8/17/23	
DRAWN	HEBER TOWNSITE IMPROVEMENTS FOR
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
CHECKED	6953CAPP

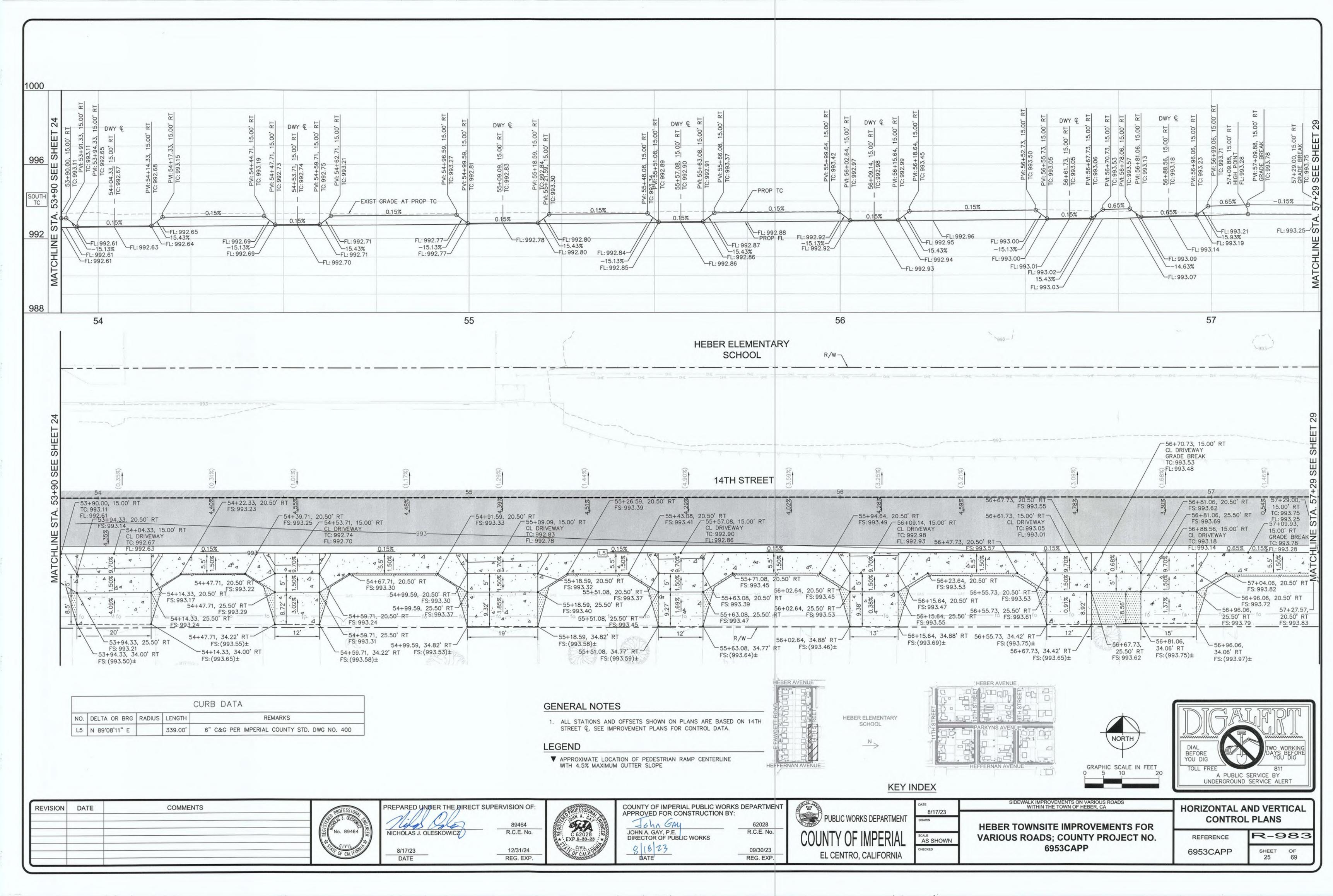
IMPROVEMENT PLANS

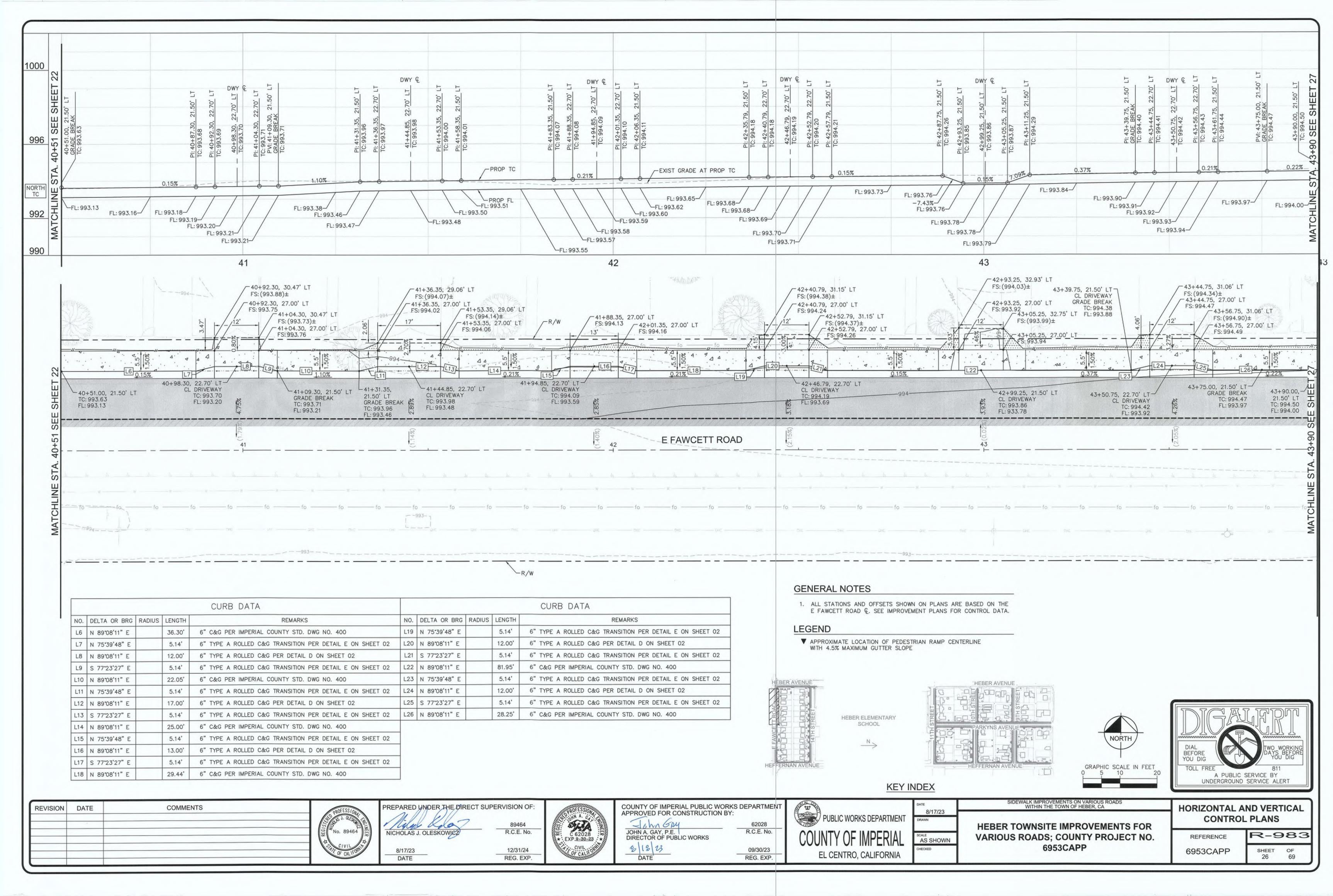
REFERENCE R-983
6953CAPP SHEET OF 69

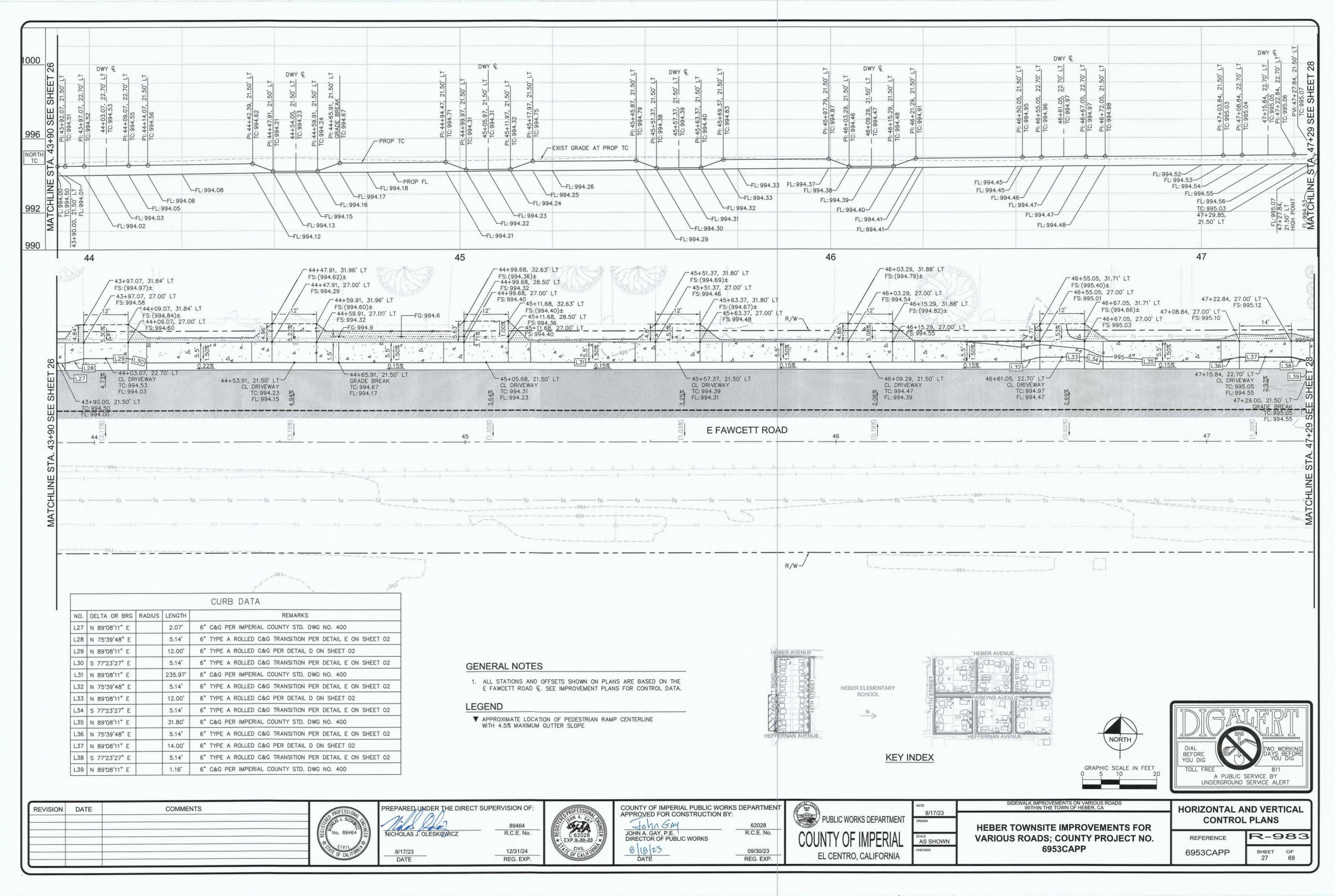


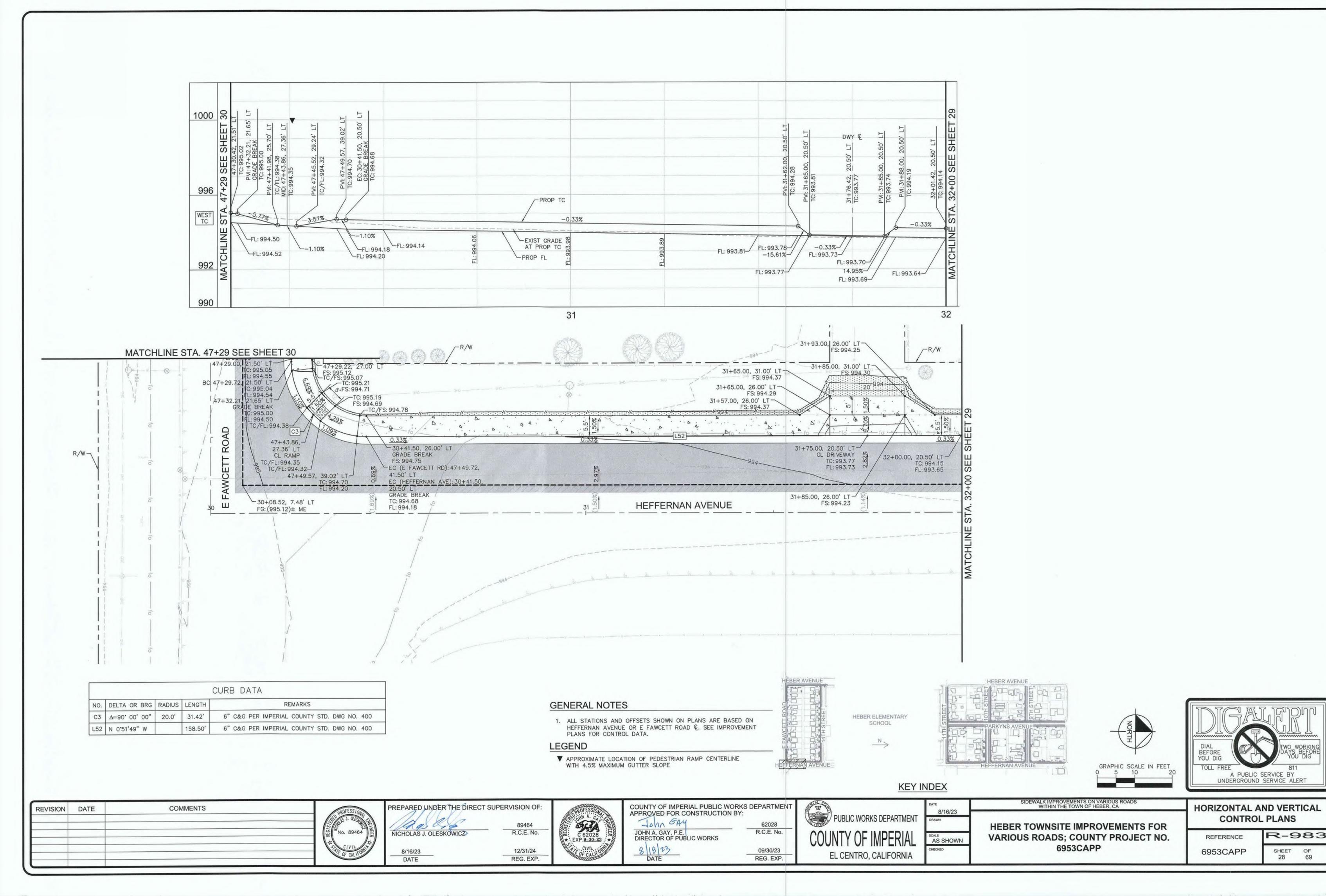


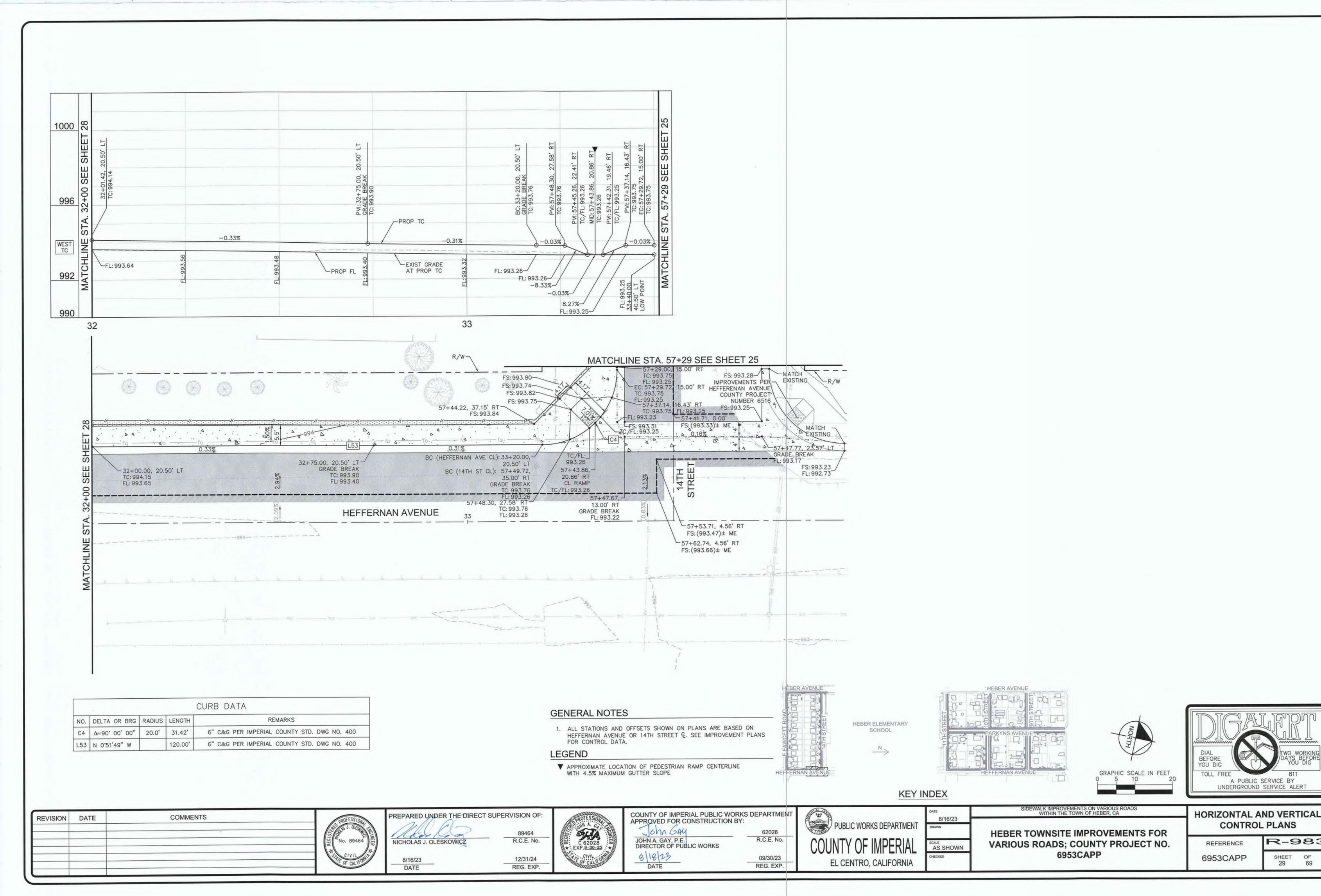












A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

CONTROL PLANS

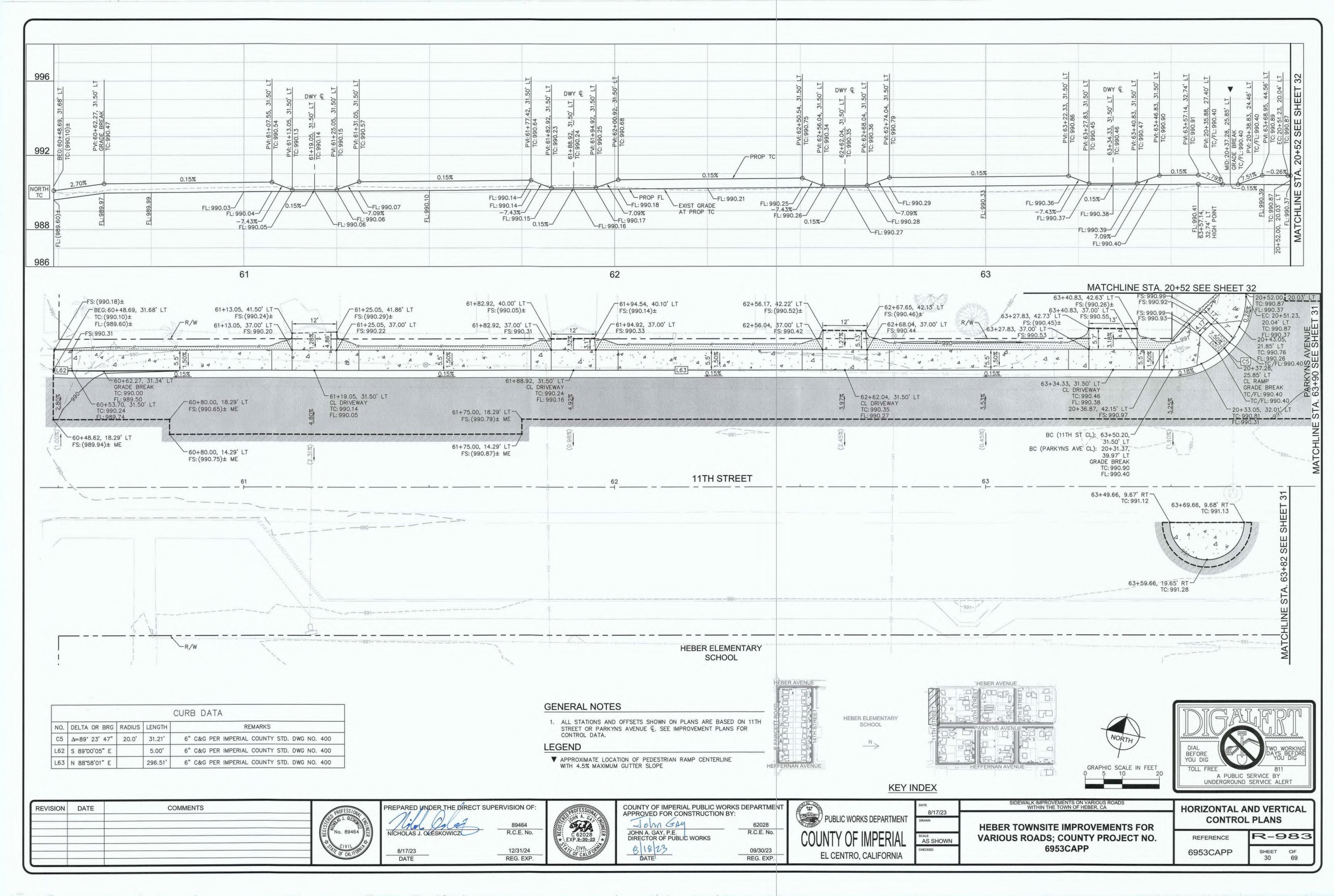
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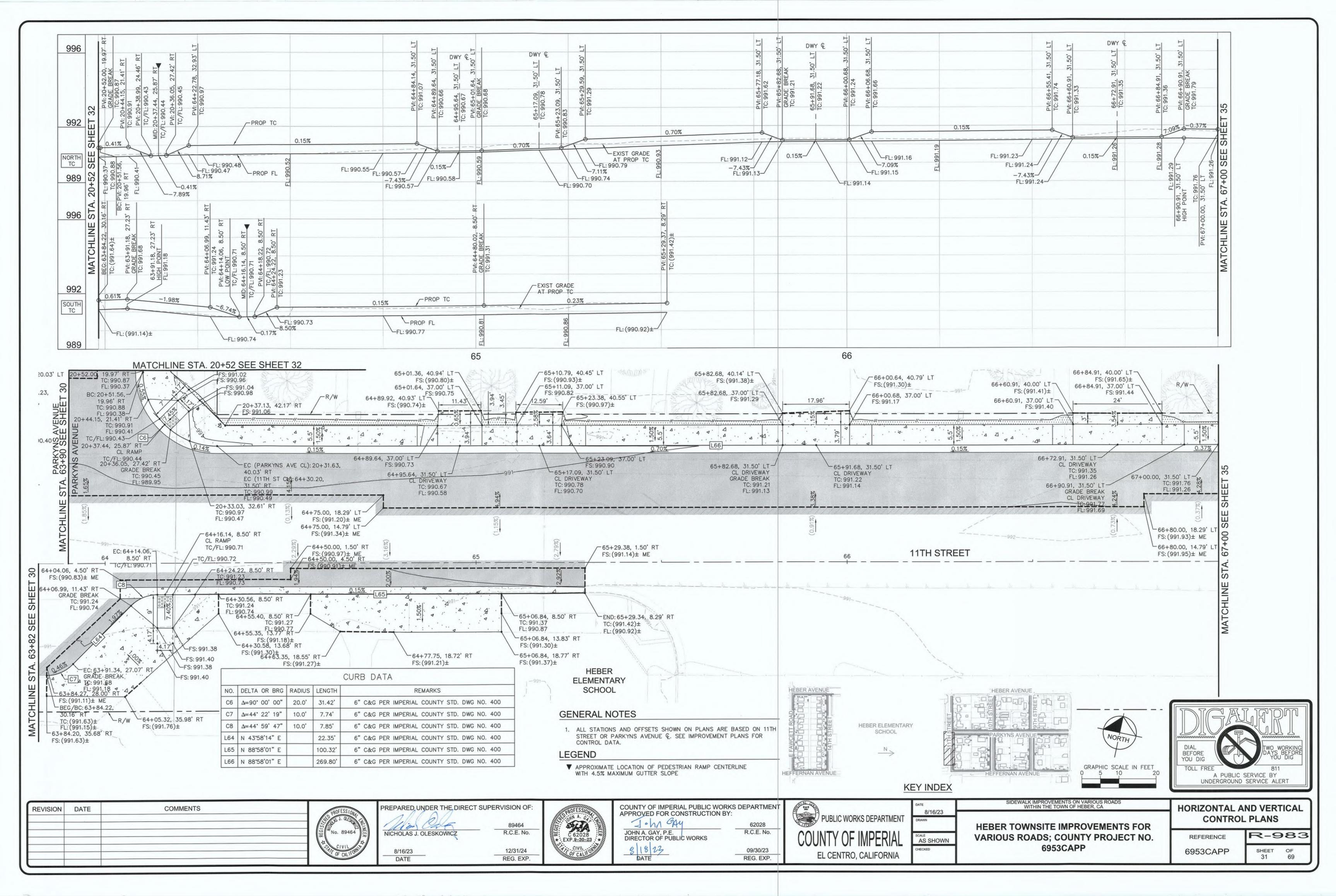
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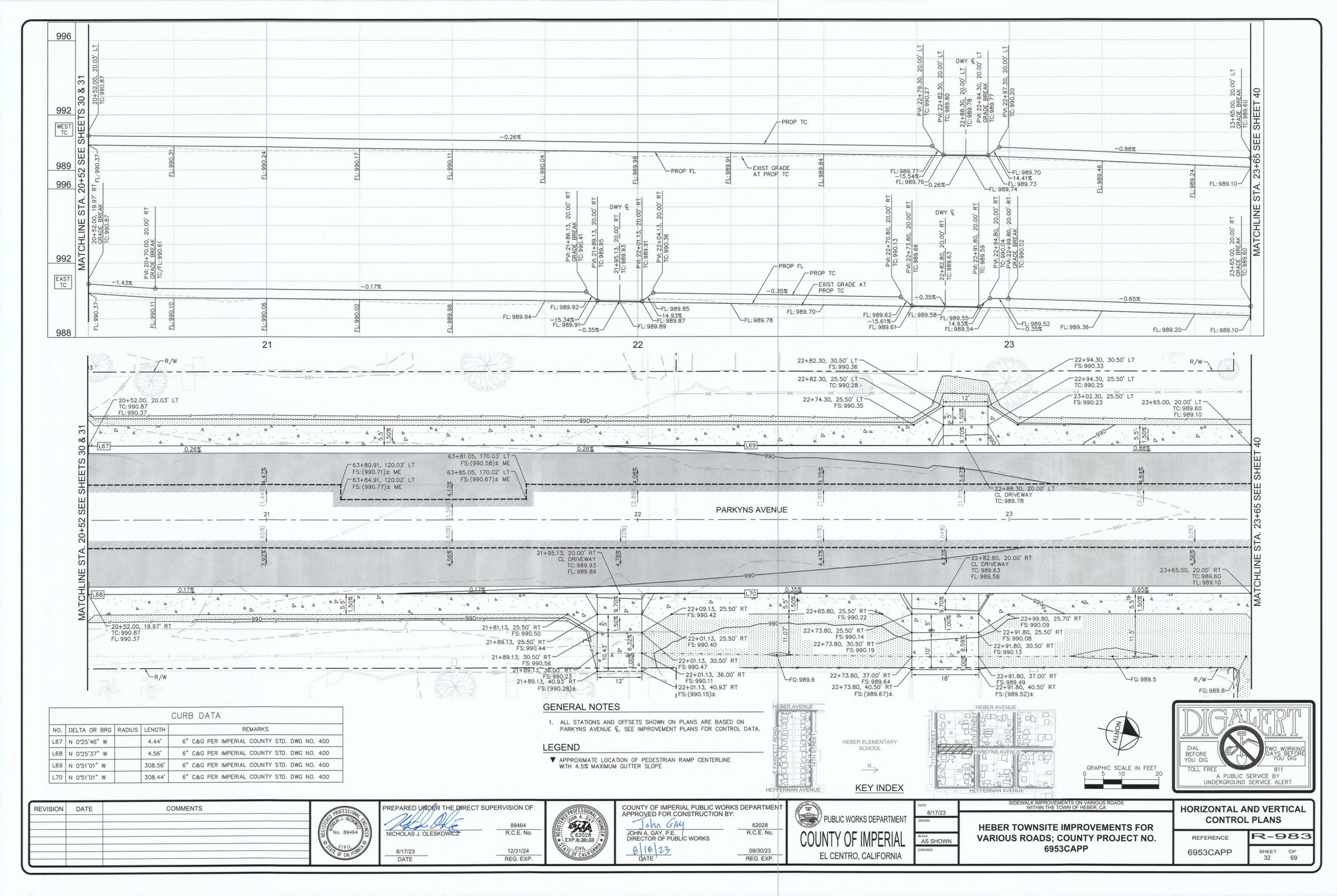
R-983

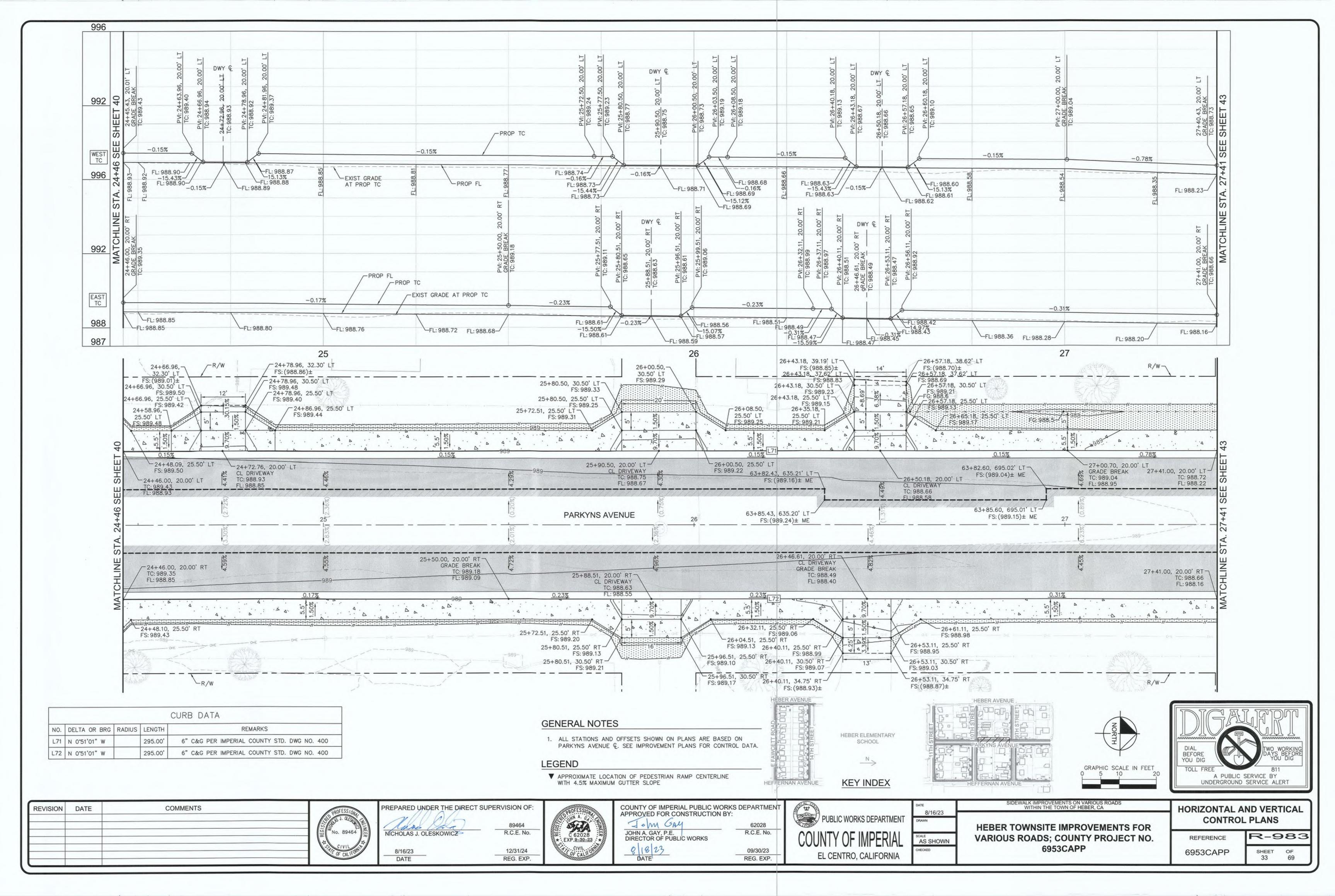
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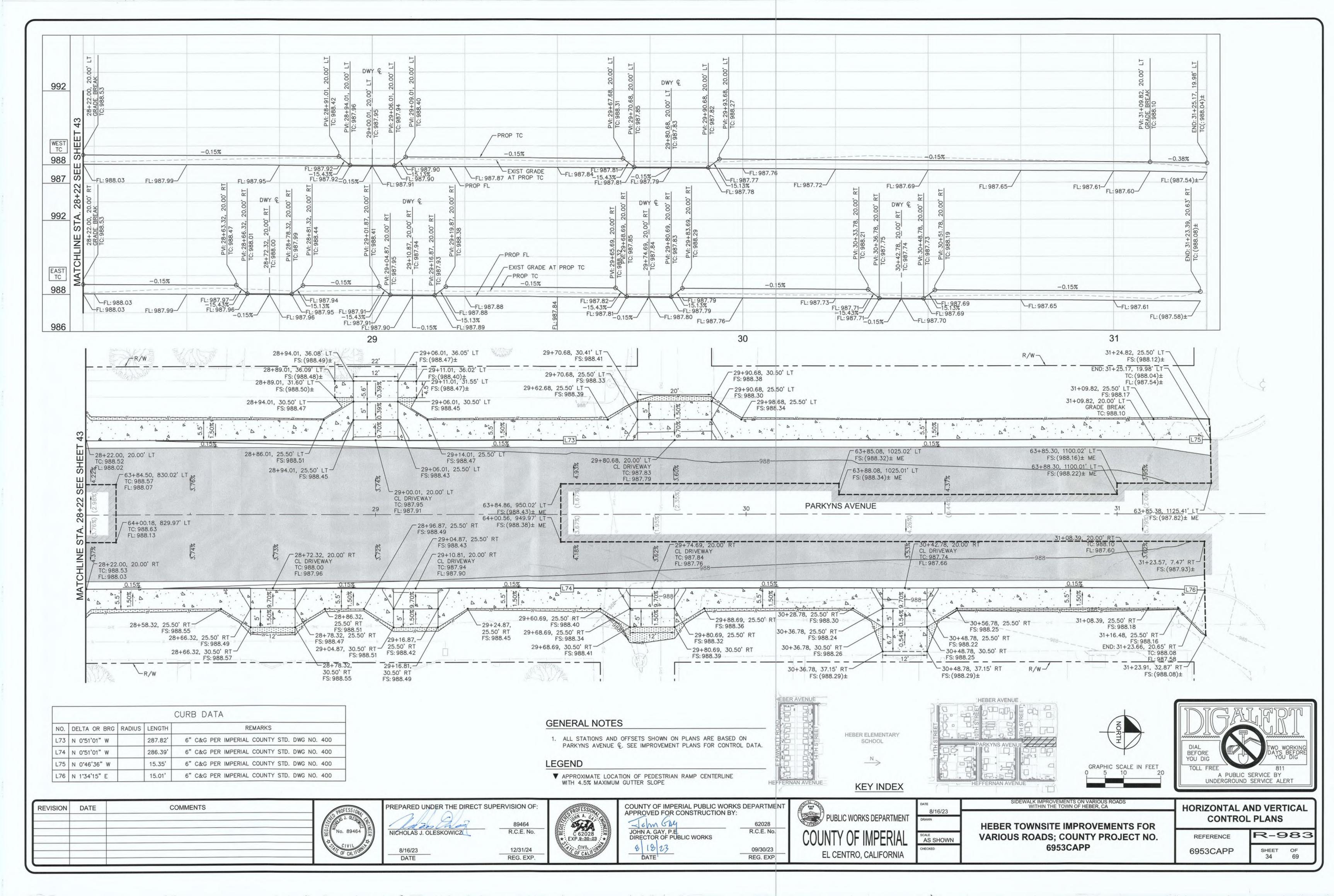
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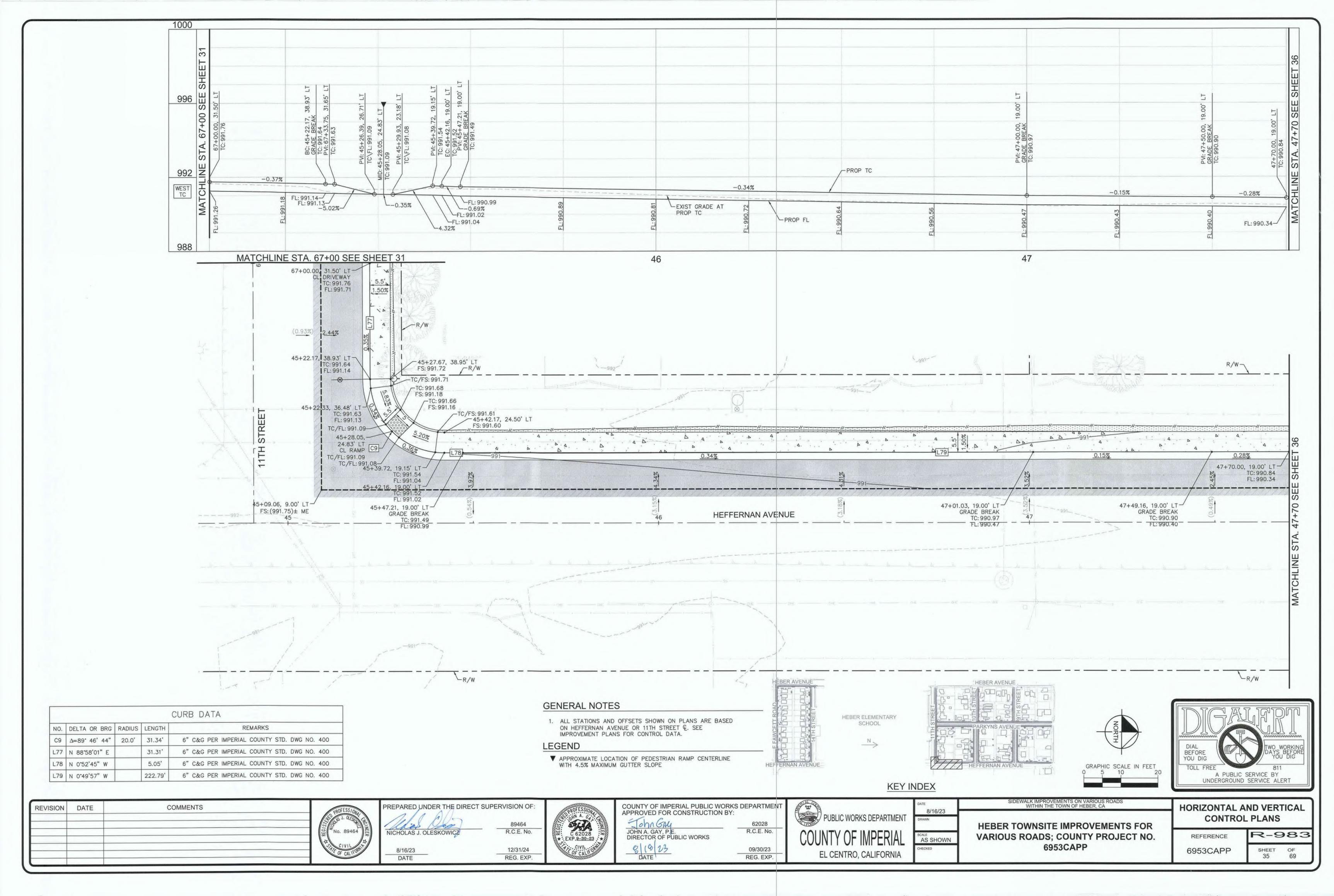


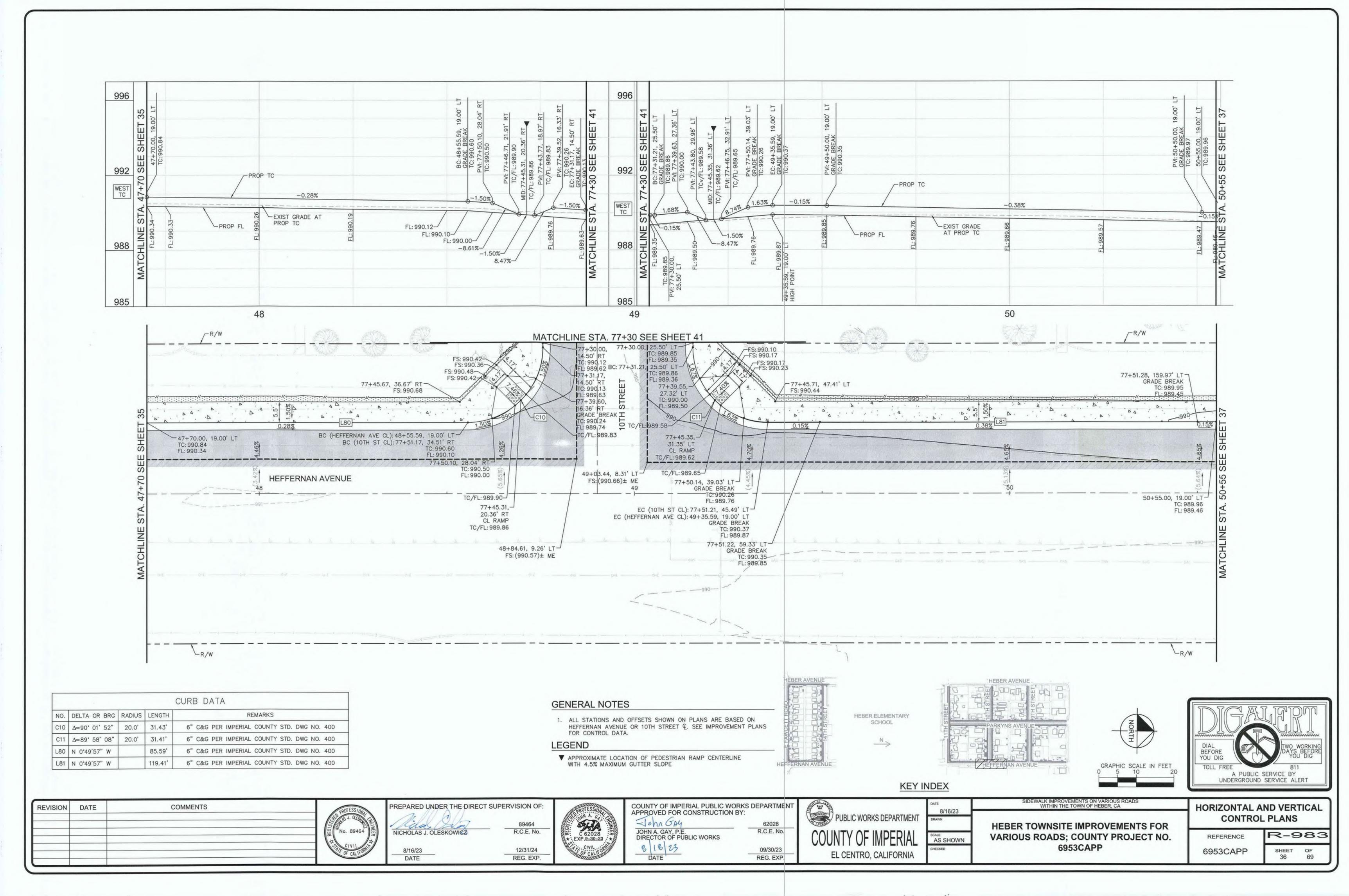


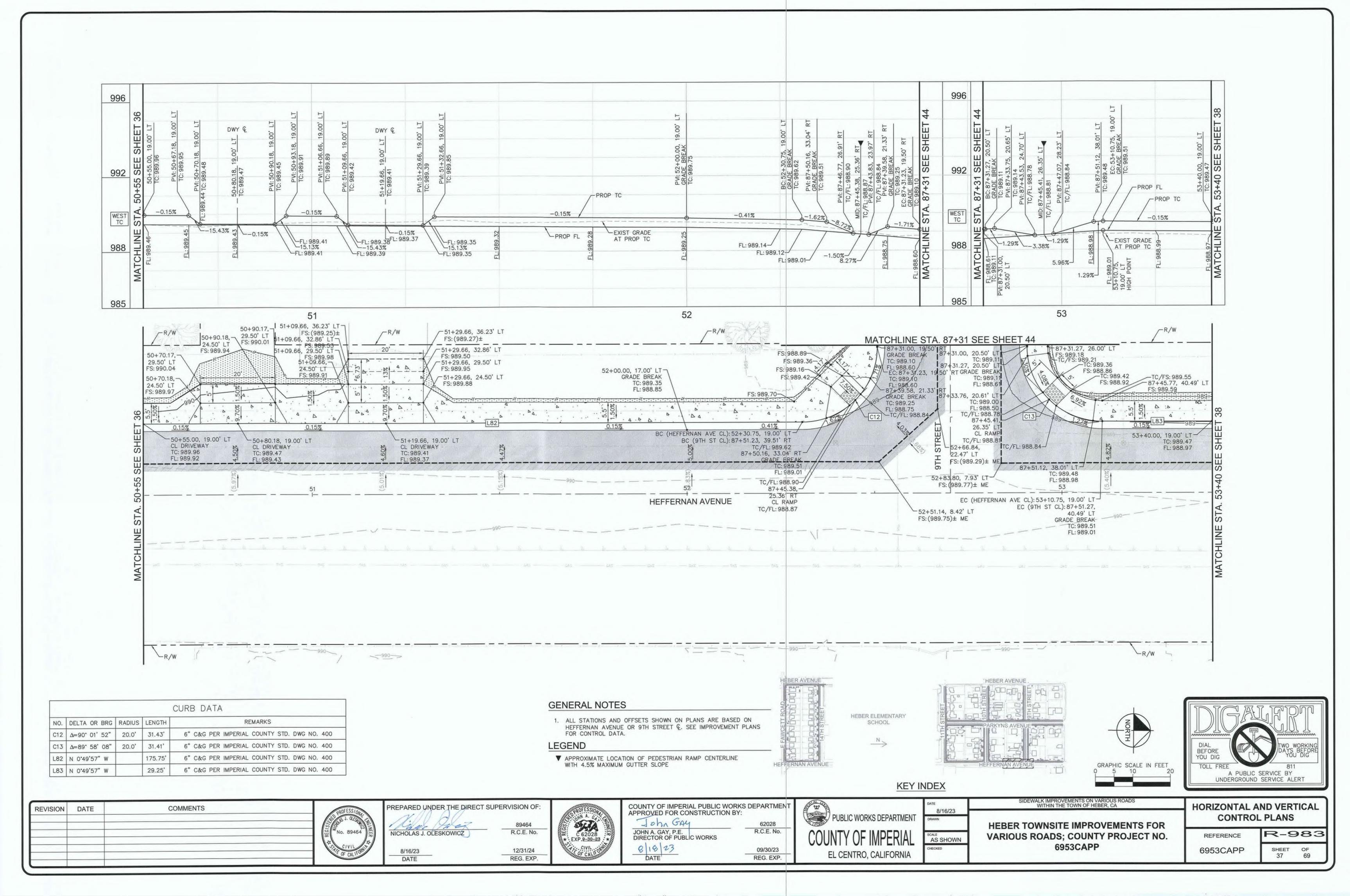


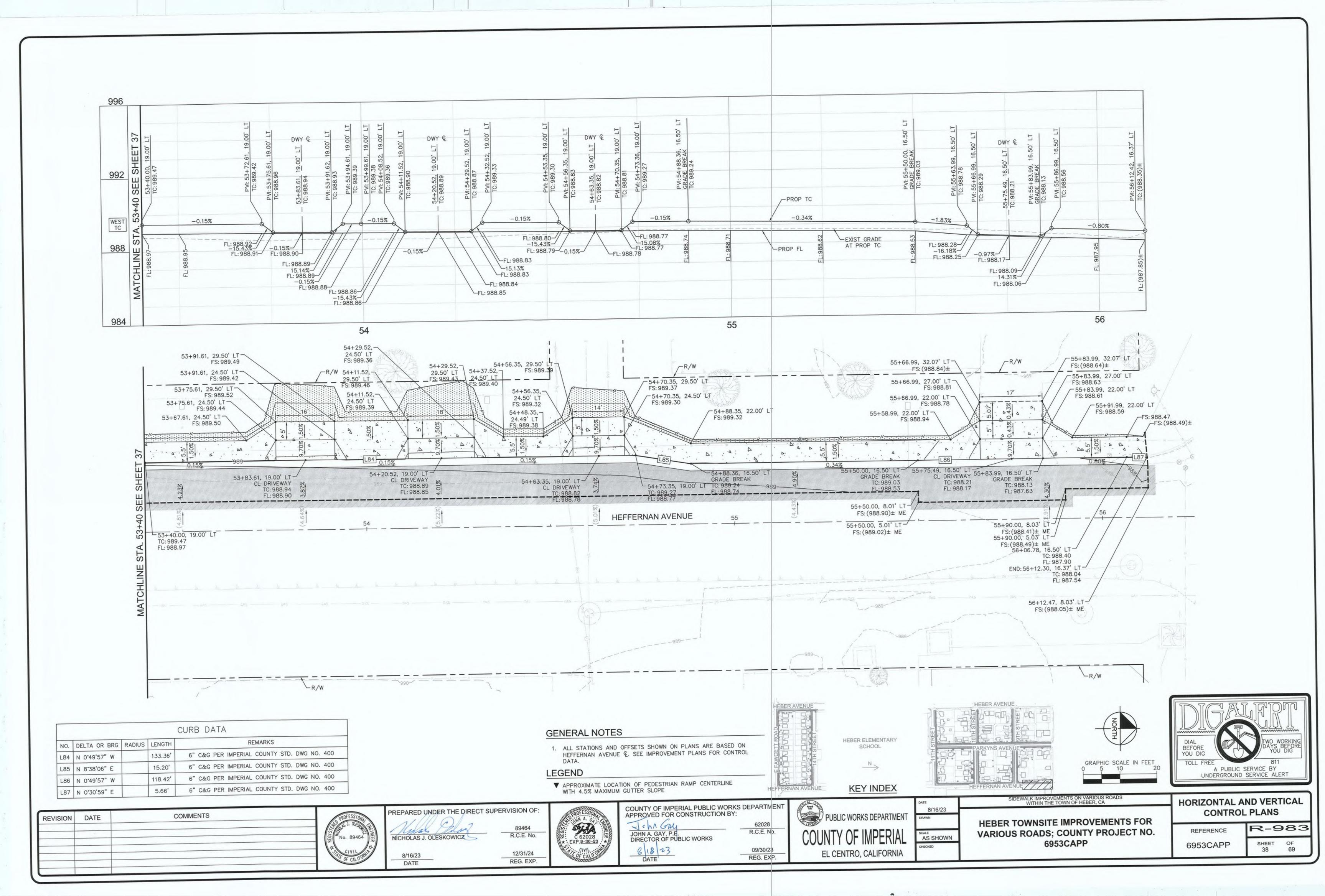


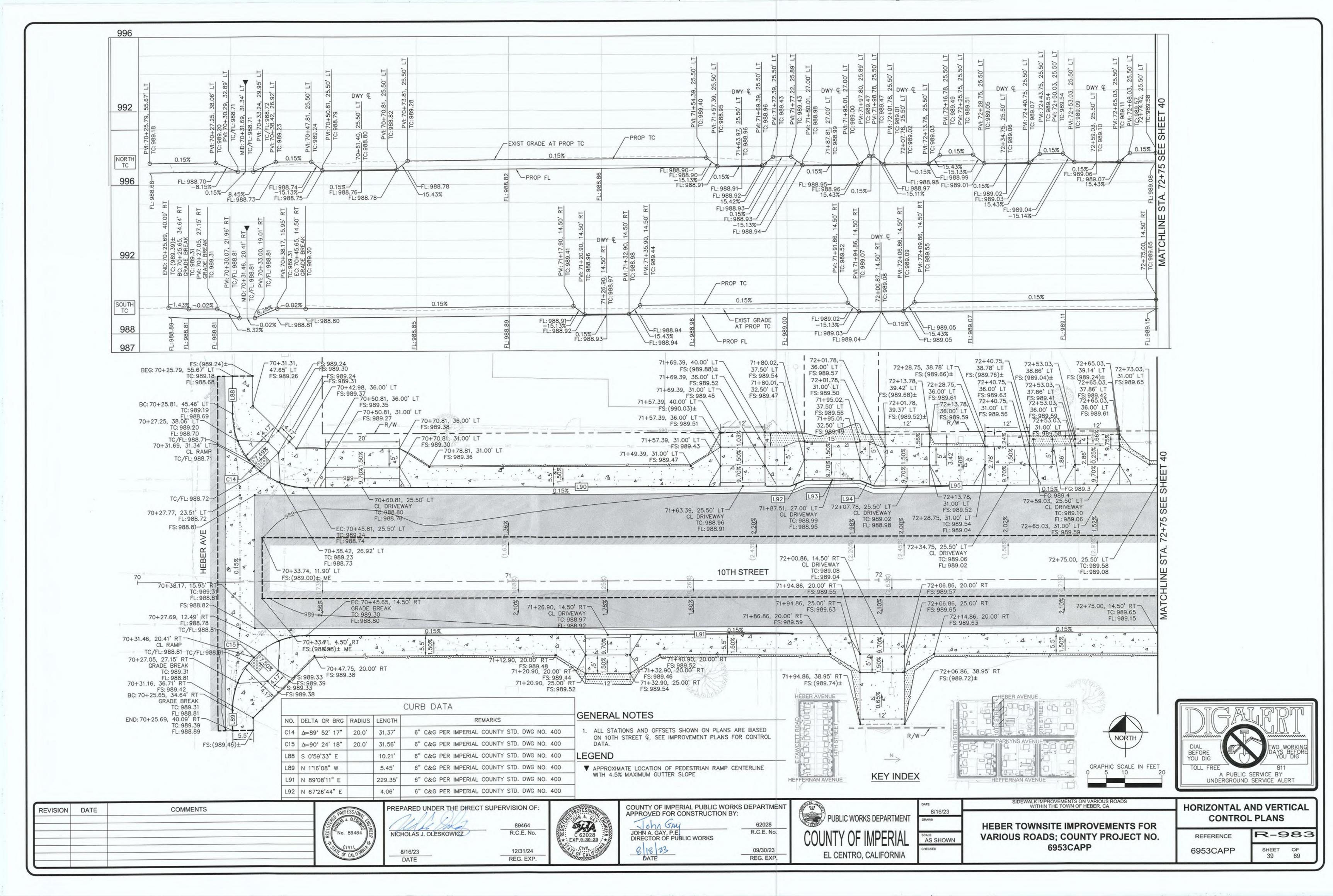


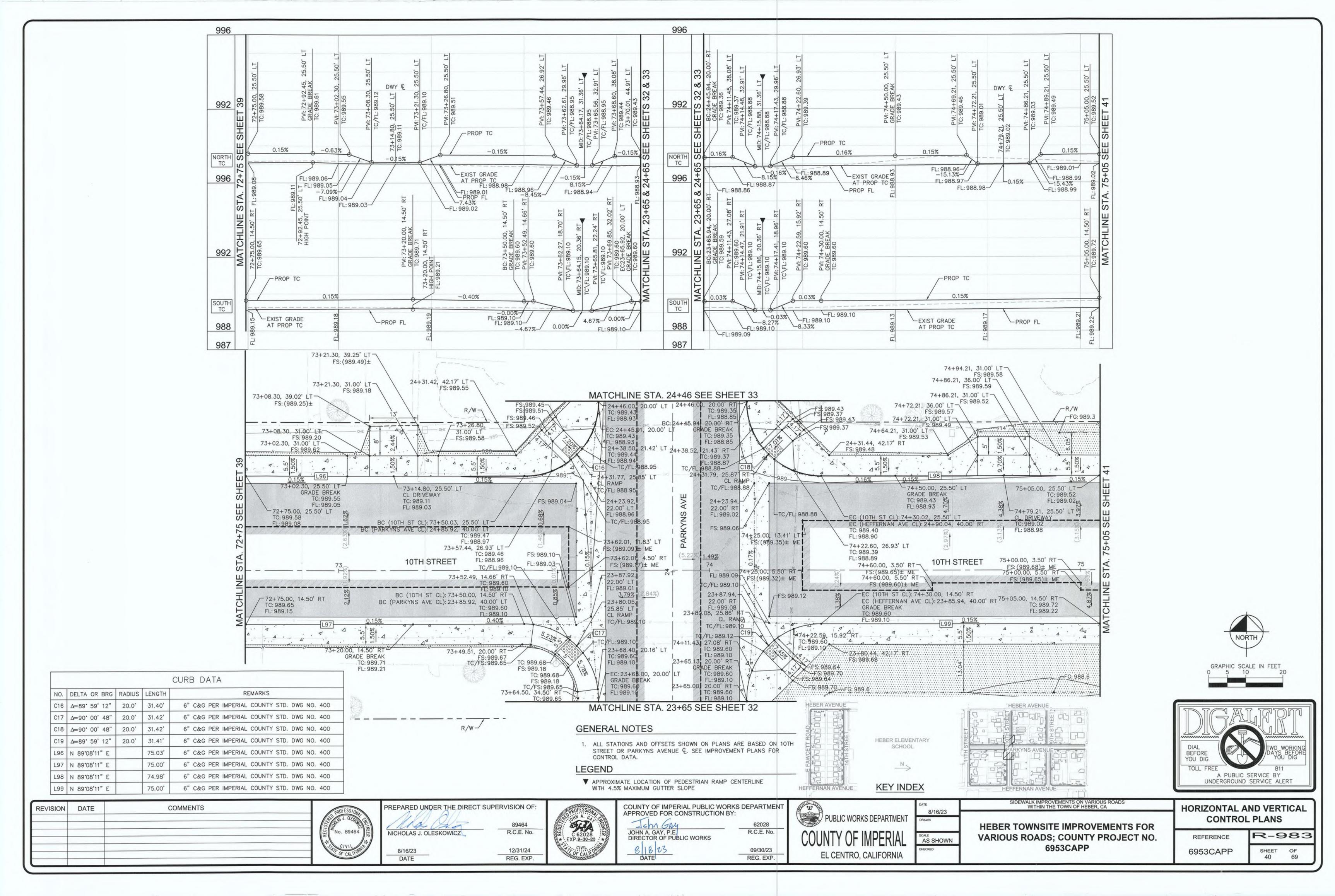


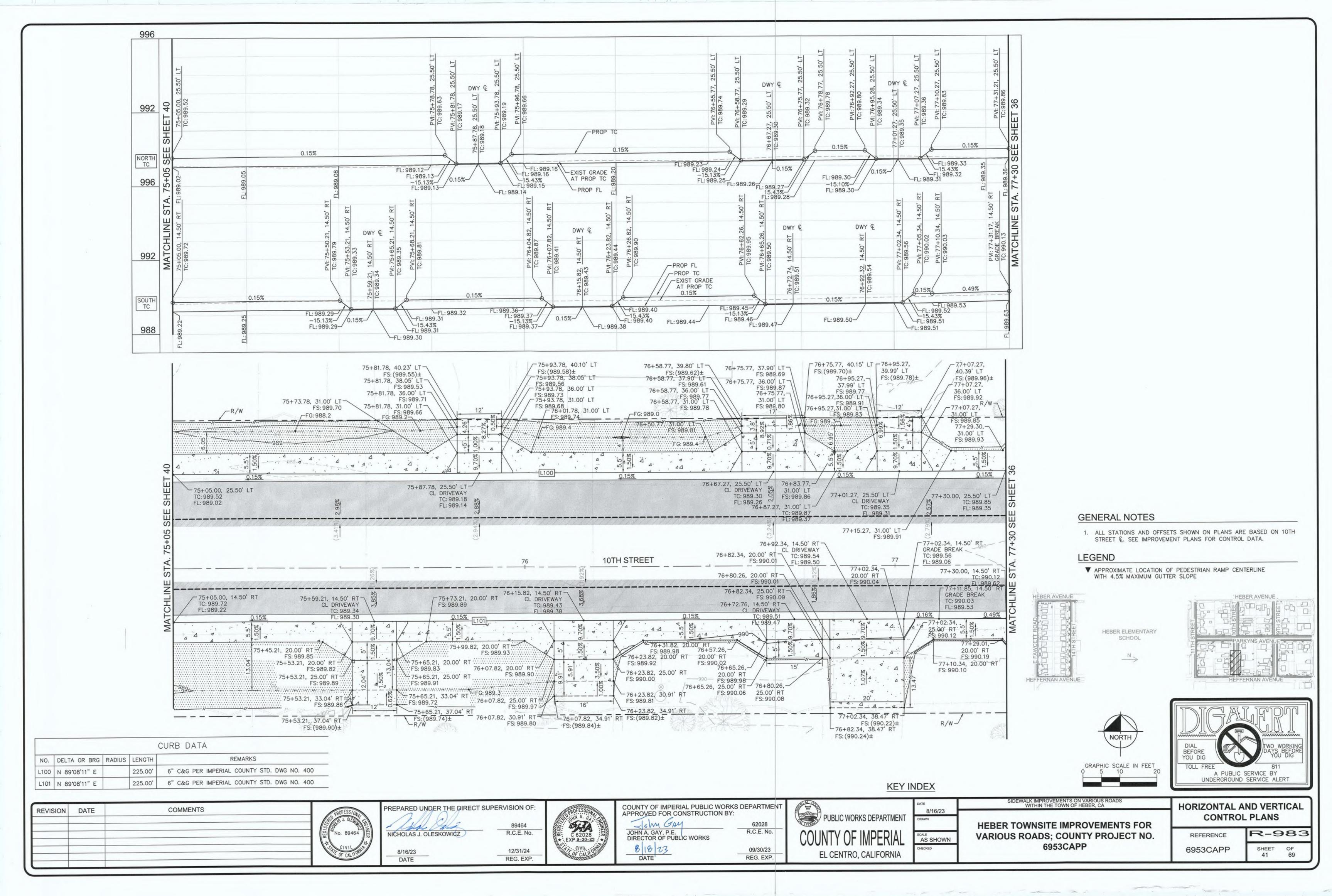


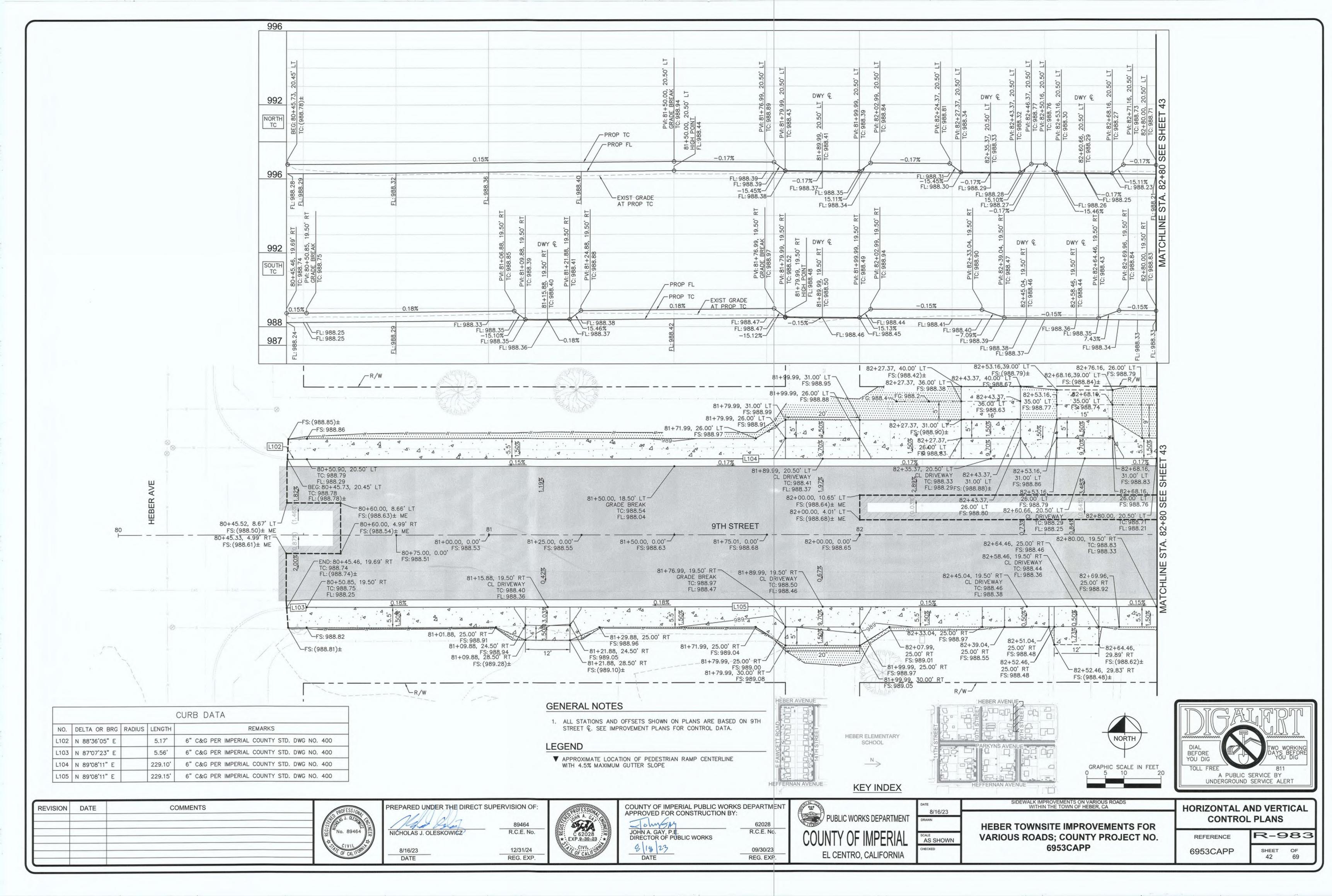


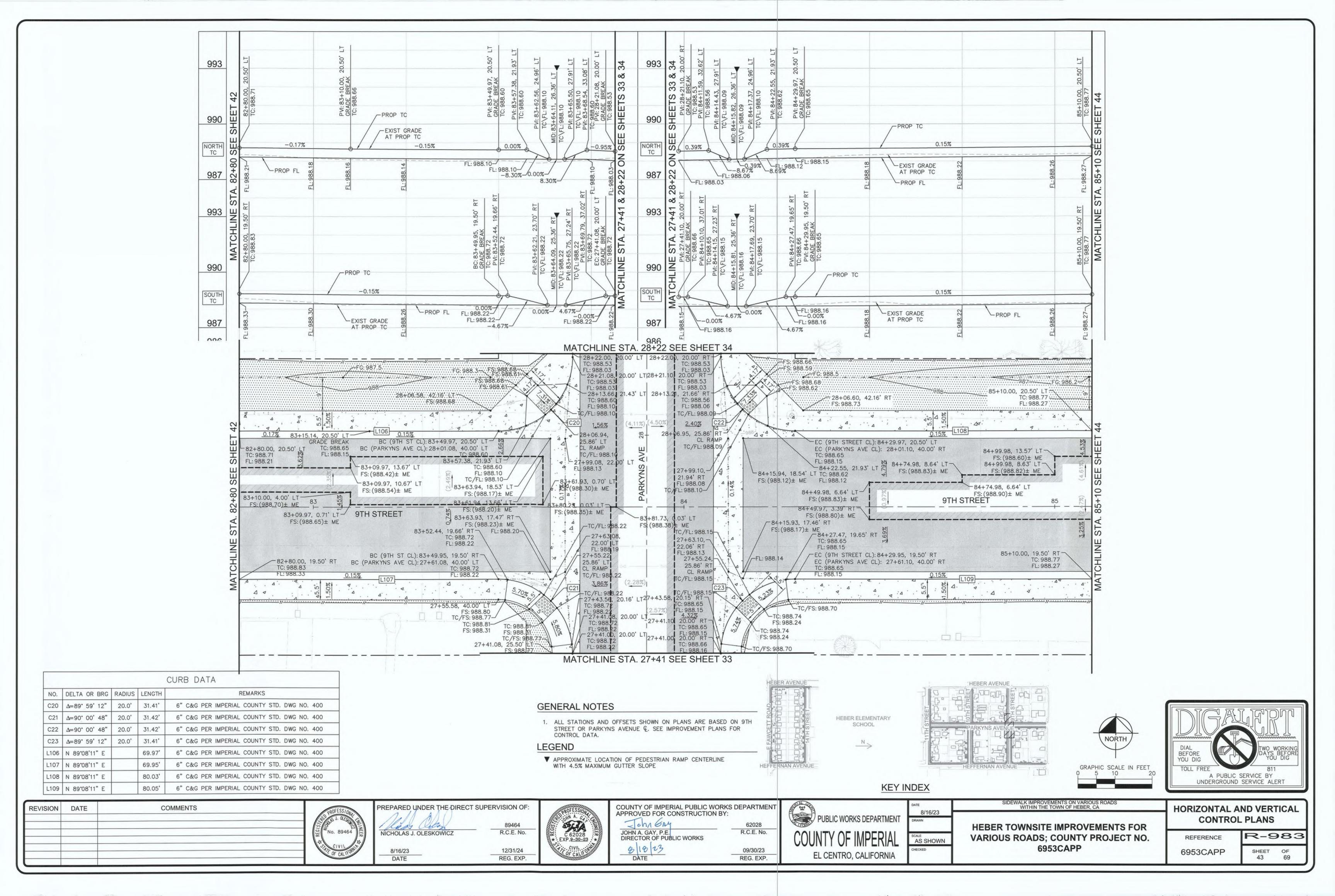


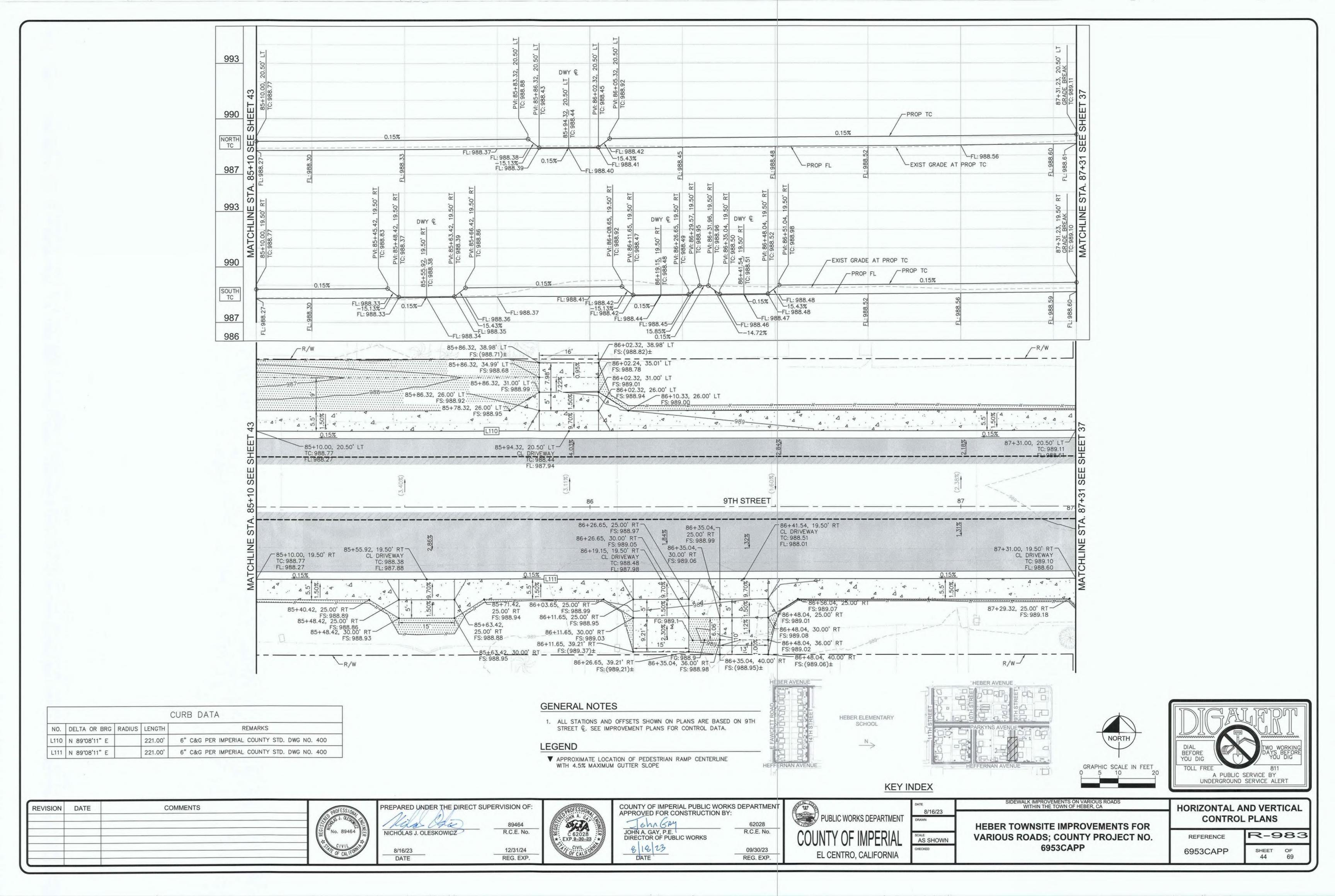


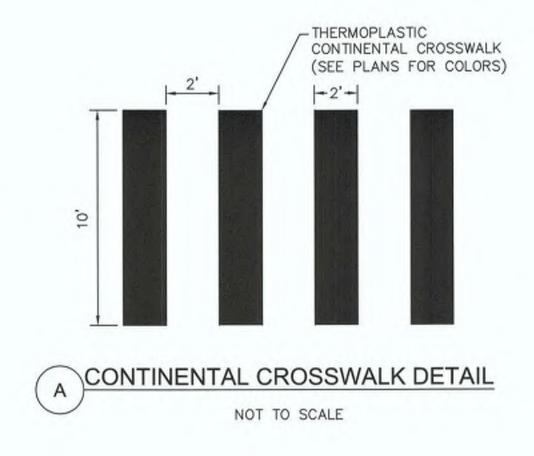


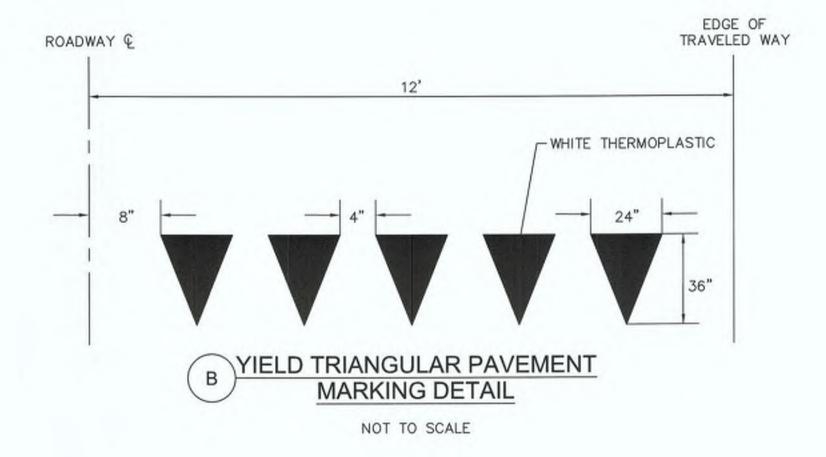












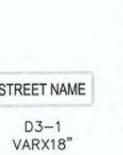
SIGN LEGEND EXISTING:



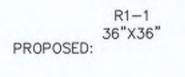












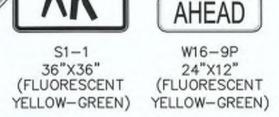
S1-1 36"X36"

S4-3P 24"X8"

R1-5 36"X36"

R2-1(25) 24"X30"

R10-25 9"X12"

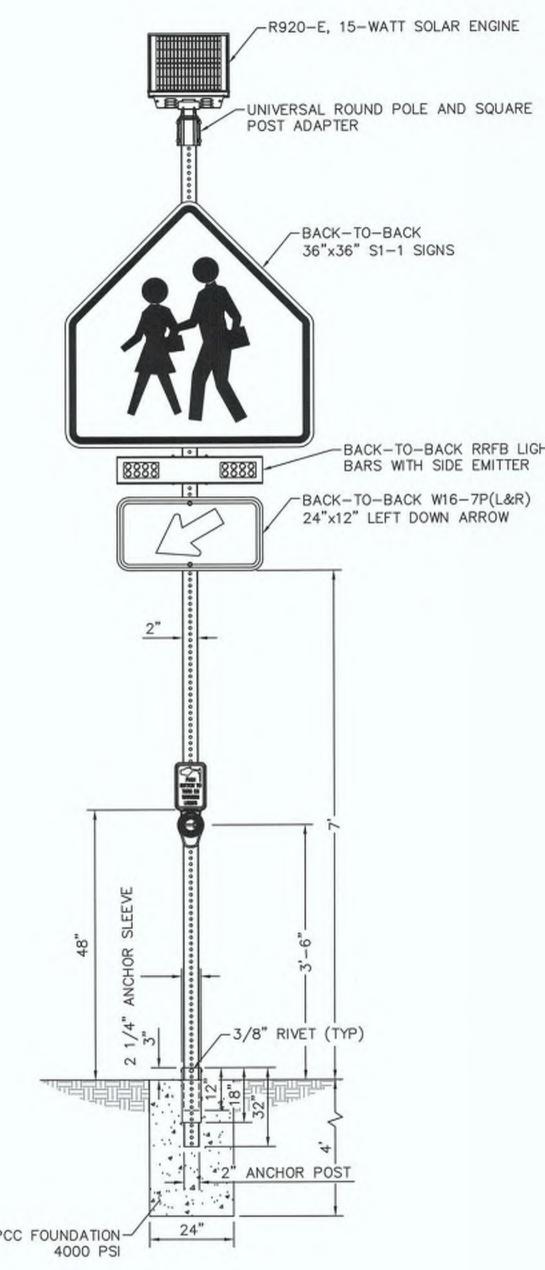


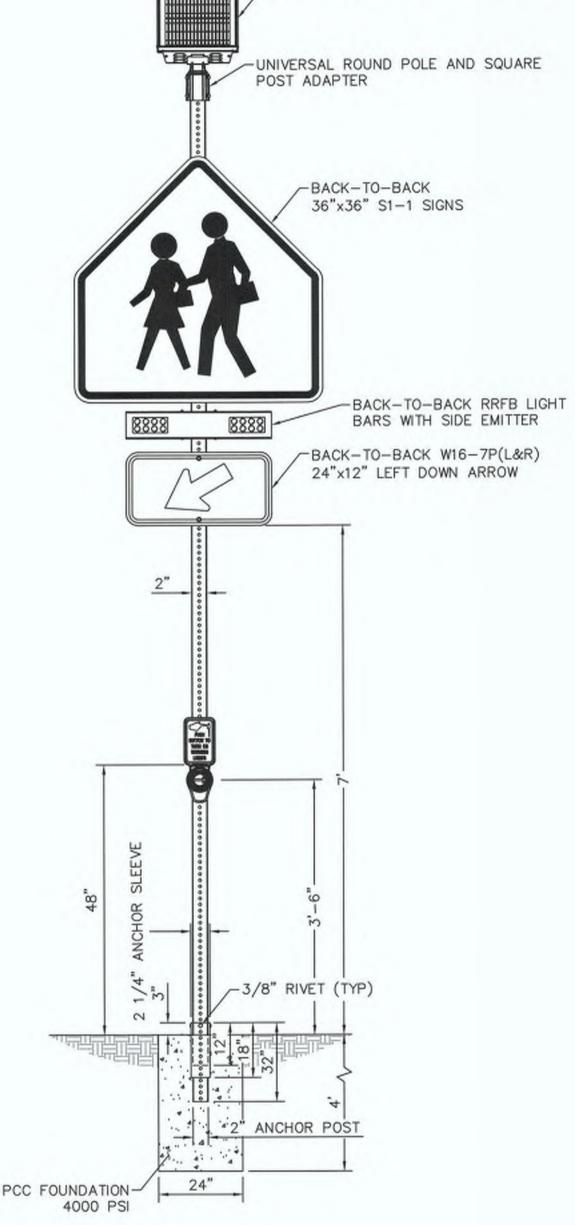
STREET NAME

D3-1 VARX18"

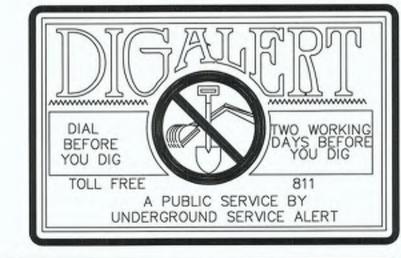
LEGEND

- NEW SIGN LOCATION (SINGLE POST)
- NEW FLASHING BEACON LOCATION
- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING



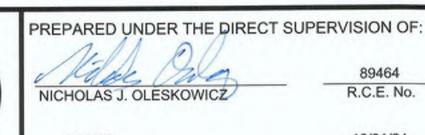






REVISION	DATE	COMMENTS	







89464 R.C.E. No.

12/31/24 REG. EXP.

	COUNTY OF IMPERIAL PUBLIC WOR APPROVED FOR CONSTRUCTION B	
HOWEER +	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	62028 R.C.E. No.
REMINING	B 18 23 DATE	09/30/23 REG. EXP.

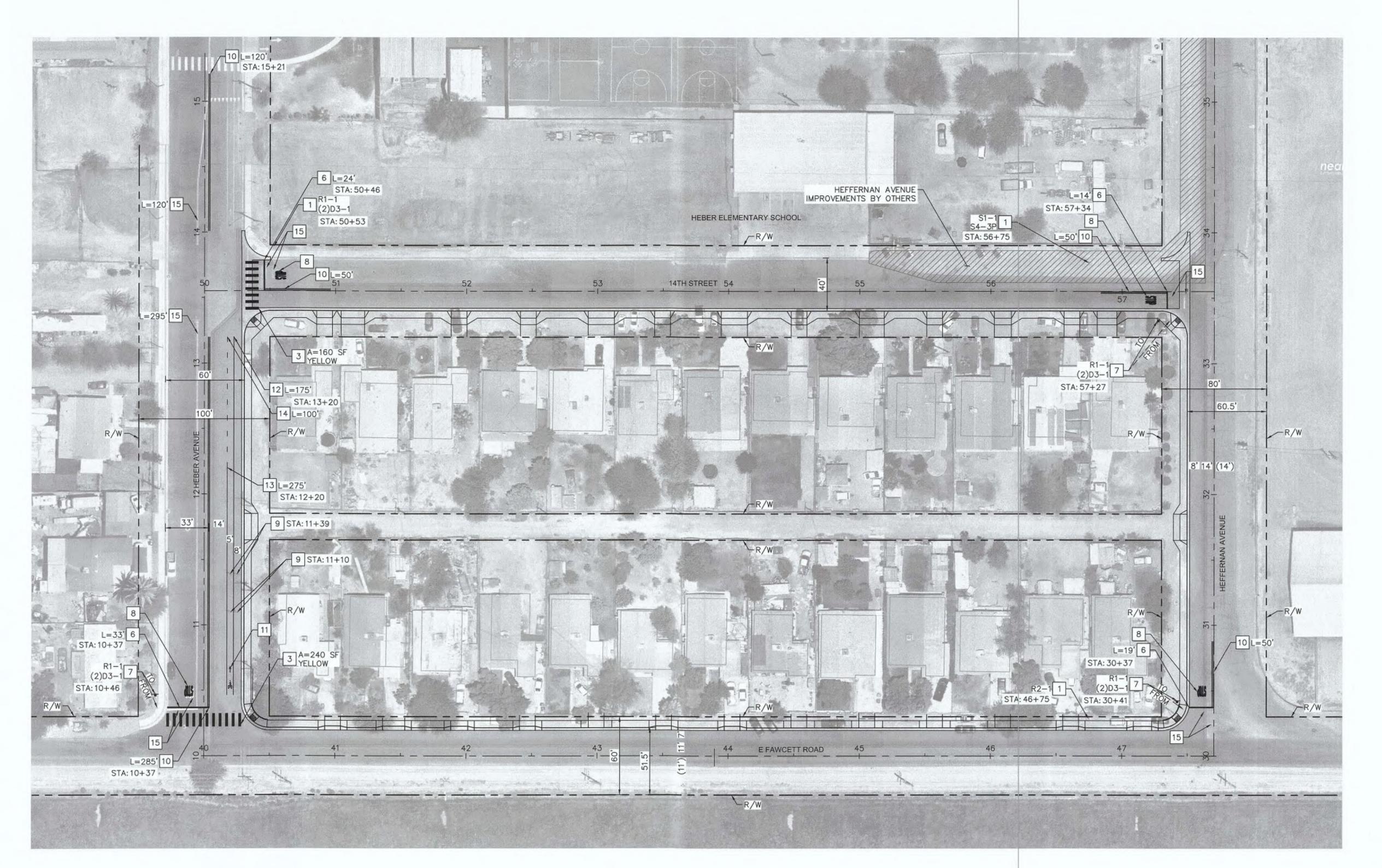


8/16/23	WITHIN THE TOWN OF HEBER, CA
RAWN	HEBER TOWNSITE IMPROVEMENTS FOR
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
HECKED	6953CAPP

	ND MARKING .ANS
REFERENCE	R-983

6953CAPP

SHEET OF 45 69



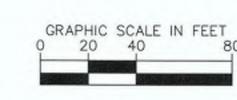


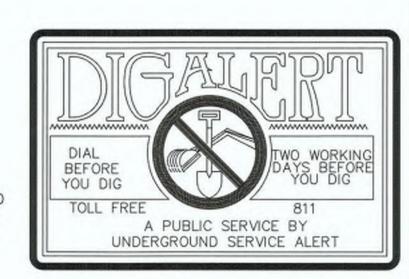
- NEW SIGN LOCATION (SINGLE POST)
- NEW FLASHING BEACON LOCATION
- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING

SIGNING AND MARKING NOTES

- 1 PROTECT IN PLACE EXISTING SIGN.
- 3 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F AND PER DETAIL A ON SHEET 45.
- 6 INSTALL 12" WIDE, 16' LONG WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G. INSTALL LIMIT LINE 4' BEHIND CROSSWALK.
- 7 RELOCATE EXISTING SIGN TO NEW BREAKAWAY POST PER CALTRANS STANDARD PLAN RS5.
- 8 FURNISH AND INSTALL "STOP" THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D 8' FROM LIMIT LINE.
- 9 SIGN AND POST TO BE REMOVED AND BECOME PROPERTY OF COUNTY.
- 10 INSTALL TWO-DIRECTIONAL NO PASSING PATTERN (DETAIL 22) PER 2022 CALTRANS STANDARD PLAN A20A.
- 11 INSTALL BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS STANDARD PLAN A24C.
- 12 INSTALL RIGHT EDGE LINE PATTERN (DETAIL 27B) PER 2022 CALTRANS STANDARD PLAN RSP A20B.
- 13 INSTALL BIKE LANE LINE PATTERN (DETAIL 39) PER 2022 CALTRANS STANDARD PLAN RSP A20D.
- 14 INSTALL BIKE LANE LINE PATTERN (DETAIL 39A) PER 2022 CALTRANS STANDARD PLAN RSP A20D.
- 15 REMOVE EXISTING PAVEMENT MARKING/STRIPING.

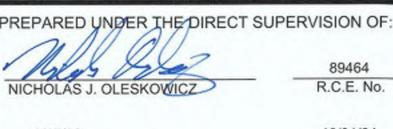






REVISION	DATE	COMMENTS	





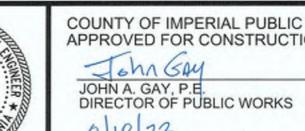


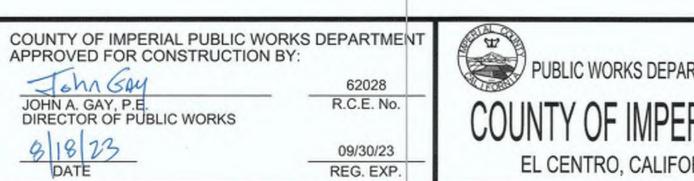
89464

R.C.E. No.

12/31/24

REG. EXP.



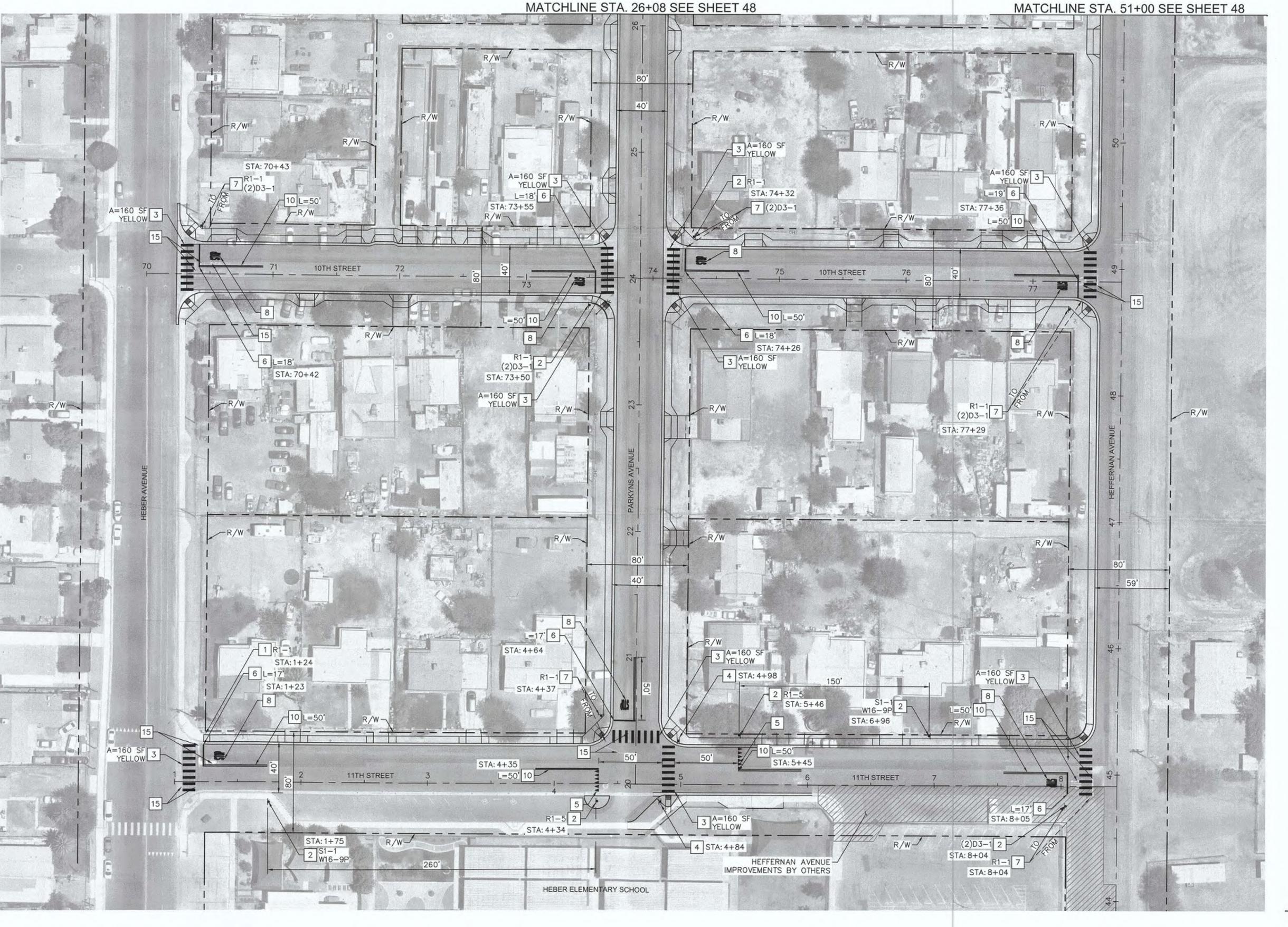


	A A
-	PUBLIC WORKS DEPARTMENT
	COUNTY OF IMPERIAL
-	EL CENTRO, CALIFORNIA

	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
VN	HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

SIGNING AND MARKING **PLANS**

REFERENCE 6953CAPP R-983 SHEET OF 46 69





■ NEW SIGN LOCATION (SINGLE POST)

NEW FLASHING BEACON LOCATION

(XX') EXISTING LANE WIDTH

XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING

SIGNING AND MARKING NOTES

1 PROTECT IN PLACE EXISTING SIGN.

2 FURNISH AND INSTALL NEW SIGN ON BREAKAWAY POST PER IMPERIAL COUNTY STANDARD DWG NO. 510B.

3 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F AND PER DETAIL A ON SHEET 45.

FURNISH AND INSTALL CARMANAH R920 SOLAR RECTANGULAR RAPID FLASHING BEACON (RRFB) (OR APPROVED EQUAL) SYSTEM COMPLETE WITH PROPER BRACKETING, MOUNTING HARDWARE, SIGNS, PUSH BUTTONS, R10-25 SIGNS, WIRING, ETC. S1-1 AND W16-7P SIGNS SHALL BE FLUORESCENT YELLOW-GREEN AND PLACED BACK TO BACK ON EACH POST. LIGHTBAR SHALL BE CONFIGURED BI-DIRECTIONALLY WITH TWO-PIECE MOUNTING BRACKET. SOLAR ENGINE ENCLOSURE SHALL BE MOUNTED ON TOP OF POLE AND SEALED WATER TIGHT. CONTRACTOR SHALL VERIFY WIRELESS COMMUNICATION BETWEEN EACH RRFB. MOUNT RRFB SYSTEM ON GALVANIZED STEEL BREAKAWAY POST WITH FOUNDATION COMPLETE. FOUNDATION SHALL MAINTAIN 1'MINIMUM CLEARANCE WITH EXISTING UTILITIES. POST SHALL HAVE A MINIMUM HEIGHT OF 12'. SEE DETAIL C ON SHEET 45 FOR MORE

5 FURNISH AND INSTALL YIELD TRIANGLE MARKINGS PER DETAIL B ON SHEET 45.

6 INSTALL 12" WIDE, 16' LONG WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G. INSTALL LIMIT LINE 4' BEHIND CROSSWALK.

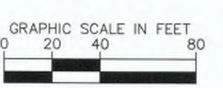
7 RELOCATE EXISTING SIGN TO NEW BREAKAWAY POST PER CALTRANS STANDARD PLAN RS5.

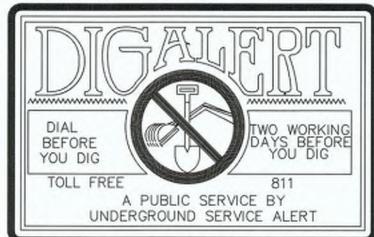
8 FURNISH AND INSTALL "STOP" THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D 8' FROM LIMIT LINE.

10 INSTALL TWO-DIRECTIONAL NO PASSING PATTERN (DETAIL 22) PER 2022 CALTRANS STANDARD PLAN A20A.

15 REMOVE EXISTING PAVEMENT MARKING/STRIPING.

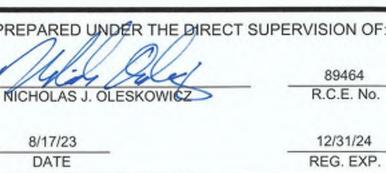






REVISION	DATE	COMMENTS







ESSIONAL A. O.	APPROVED
2028 -30-23	JOHN A. GA DIRECTOR (
VIL COMMITTEE	8 18 23

TY OF IMPERIAL PUBLIC WOR OVED FOR CONSTRUCTION E		THE THE
John GAY	62028	
A. GAY, P.E. CTOR OF PUBLIC WORKS	R.C.E. No.	CC
18 23	09/30/23	00
DATE	REG. EXP.	

1T	The state of the s
	PUBLIC WORKS DEPARTMENT
-	COLINITY OF IMPEDIAL
	COUNTY OF IMPERIAL
-	EL CENTRO, CALIFORNIA

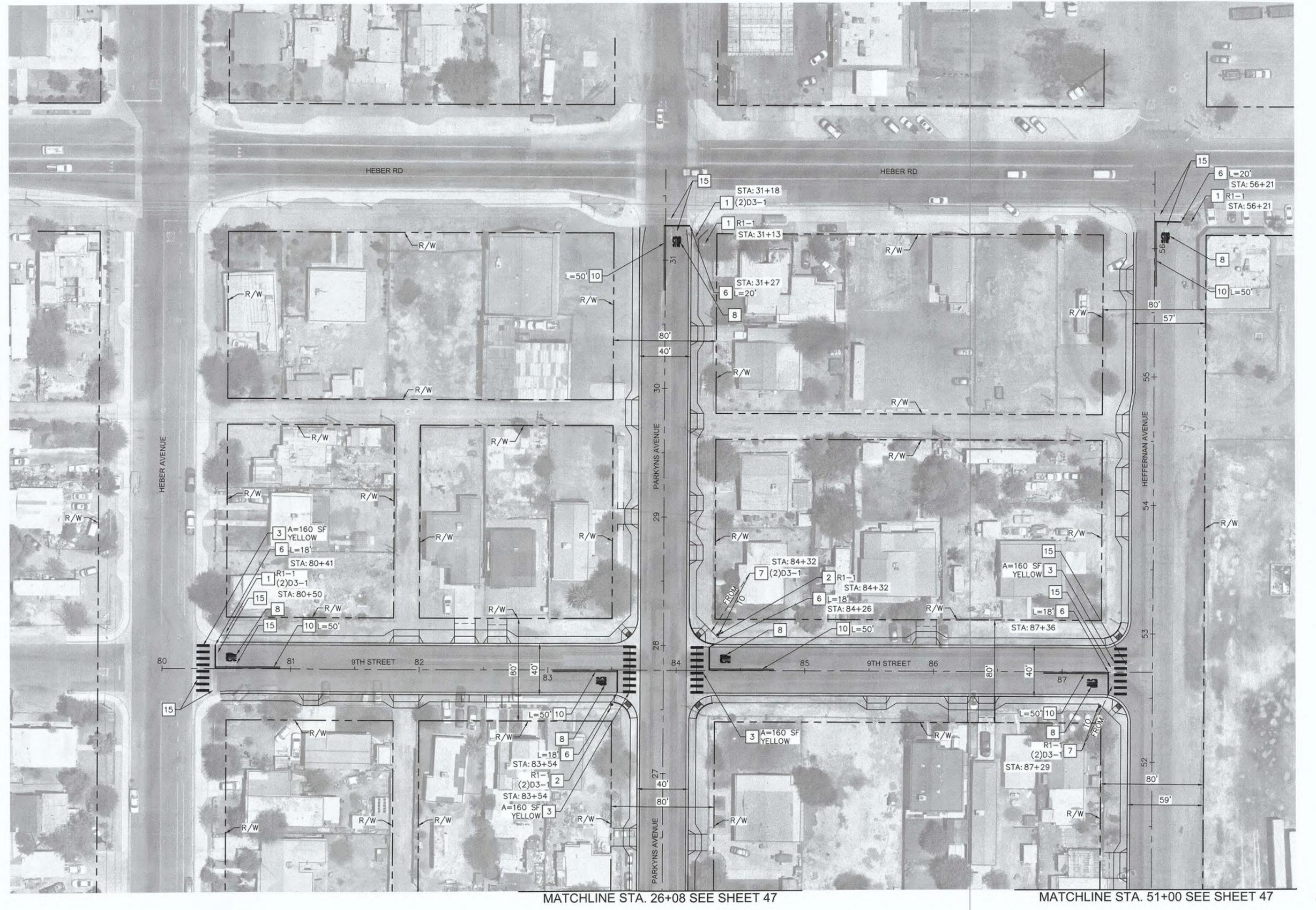
17/23	WITHIN THE TOWN OF HEBER, CA	
	HEBER TOWNSITE IMPROVEMENTS FOR	
SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.	
	6953CAPP	

SIGNING AND MARKING PLANS

REFERENCE 6953CAPP

SHEET OF 47 69

R-983



LEGEND

NEW SIGN LOCATION (SINGLE POST)

■ NEW FLASHING BEACON LOCATION

(XX') EXISTING LANE WIDTH

XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING

SIGNING AND MARKING NOTES

1 PROTECT IN PLACE EXISTING SIGN.

2 FURNISH AND INSTALL NEW SIGN ON BREAKAWAY POST PER IMPERIAL COUNTY STANDARD DWG NO. 510B.

3 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F AND PER DETAIL A ON SHEET 45.

6 INSTALL 12" WIDE, 16' LONG WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STANDARD PLAN A24G. INSTALL LIMIT LINE 4' BEHIND CROSSWALK.

7 RELOCATE EXISTING SIGN TO NEW BREAKAWAY POST PER CALTRANS STANDARD PLAN RS5.

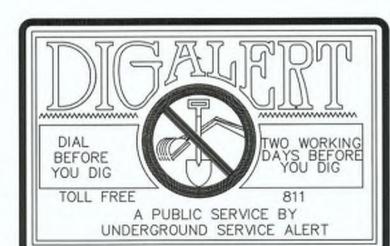
8 FURNISH AND INSTALL "STOP" THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D 8' FROM LIMIT LINE.

10 INSTALL TWO-DIRECTIONAL NO PASSING PATTERN (DETAIL 22) PER 2022 CALTRANS STANDARD PLAN A20A.

15 REMOVE EXISTING PAVEMENT MARKING/STRIPING.







REVISION	DATE	COMMENTS	



PREPARED UNDER THE DIRECT SUPERVISION OF: 89464 R.C.E. No. NICHOLAS J. OLESKOWICZ 8/17/23 DATE 12/31/24 REG. EXP.



	COUNTY OF IMPERIAL PUBLIC WOR APPROVED FOR CONSTRUCTION E	RKS DEPARTMENT BY:
	John Bay	62028
	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
	8 18 23	09/30/23
- 1	DATE	REG EXP

Т	THE STATE OF THE S
	PUBLIC WORKS DEPARTMENT
	COUNTY OF IMPERIAL
-	EL CENTRO, CALIFORNIA

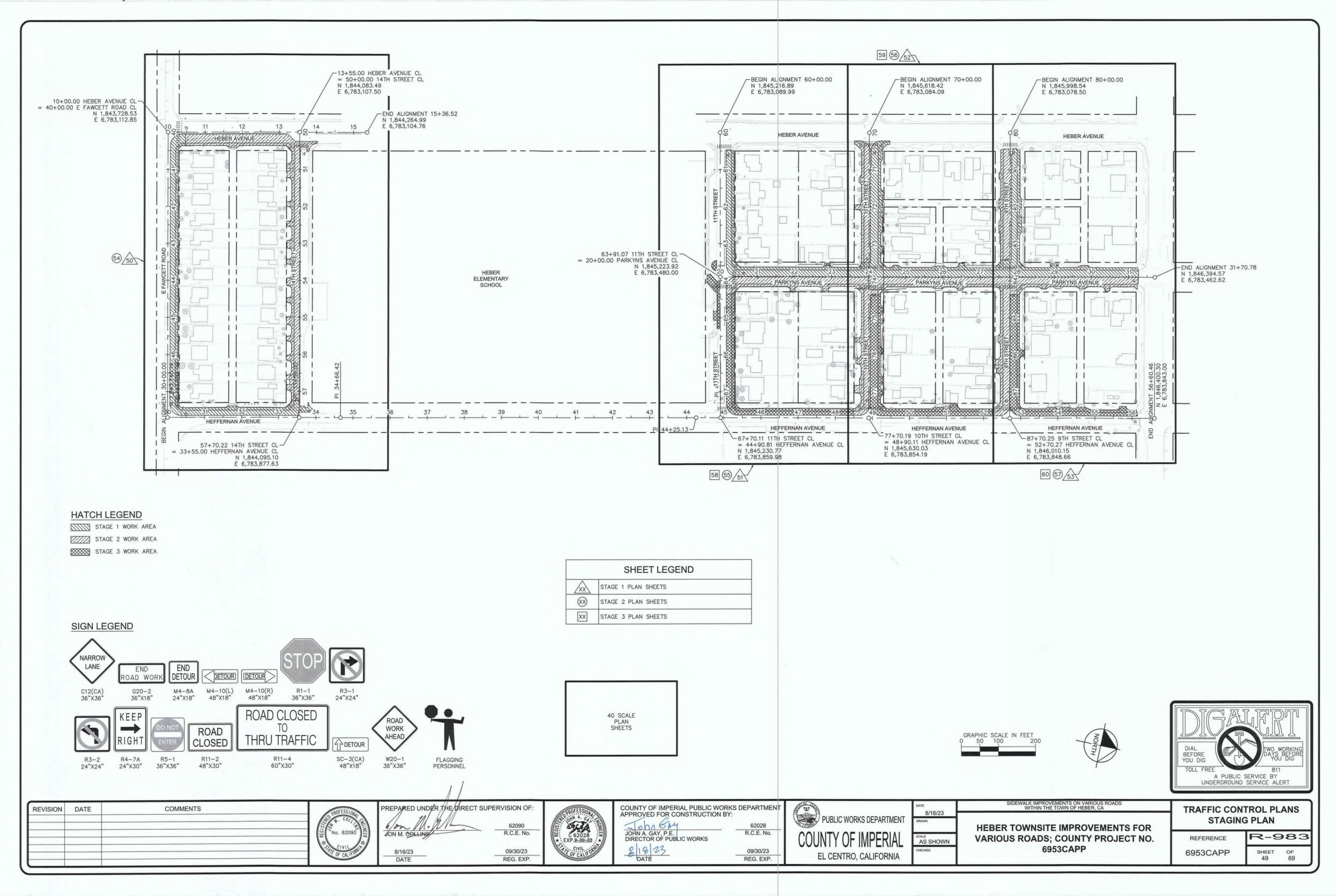
DATE	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA
8/17/23 DRAWN	HEBER TOWNSITE IMPROVEMENTS FOR
SCALE AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
CHECKED	6953CAPP

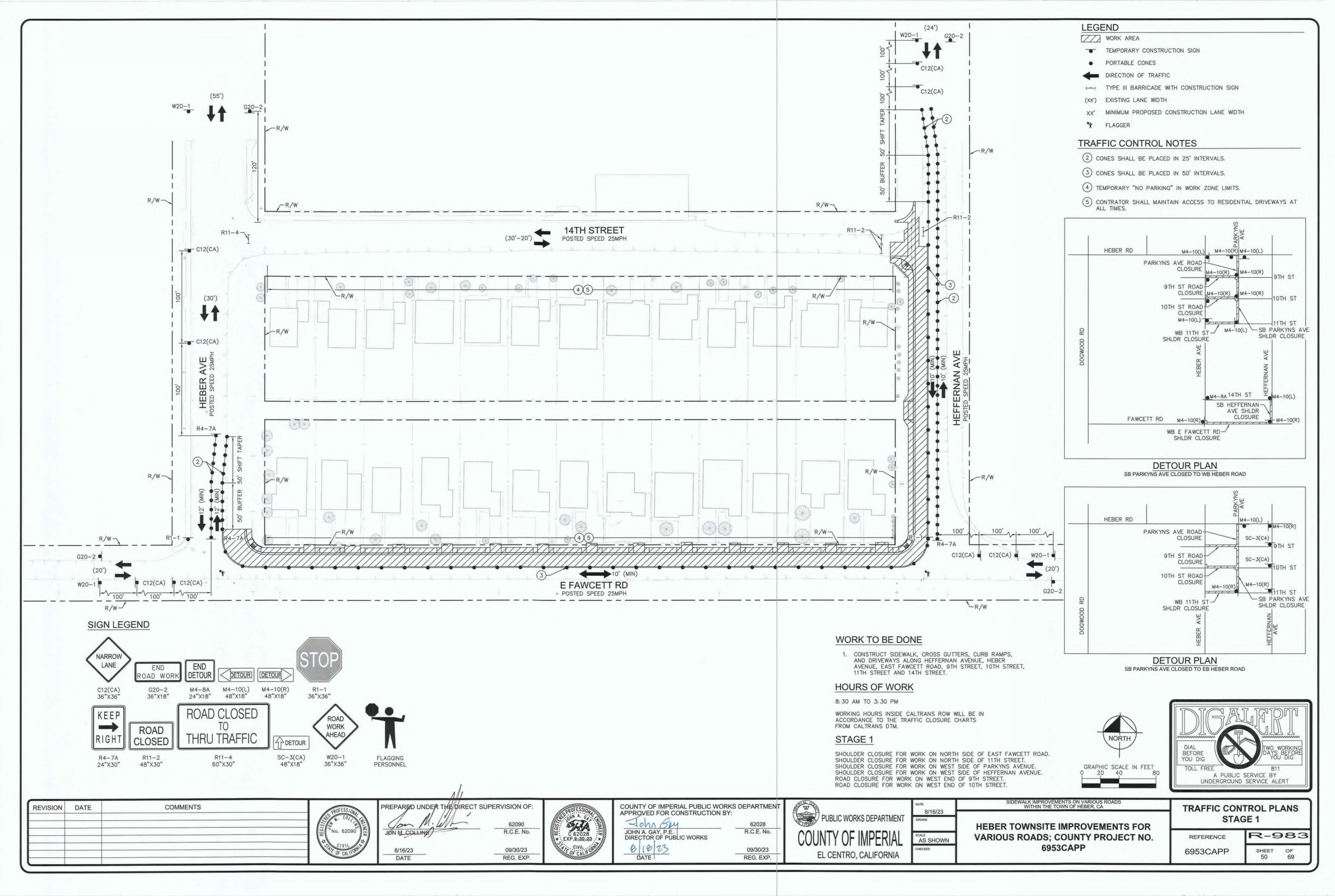
SIGNING AND	MARKING
PLAN	IS

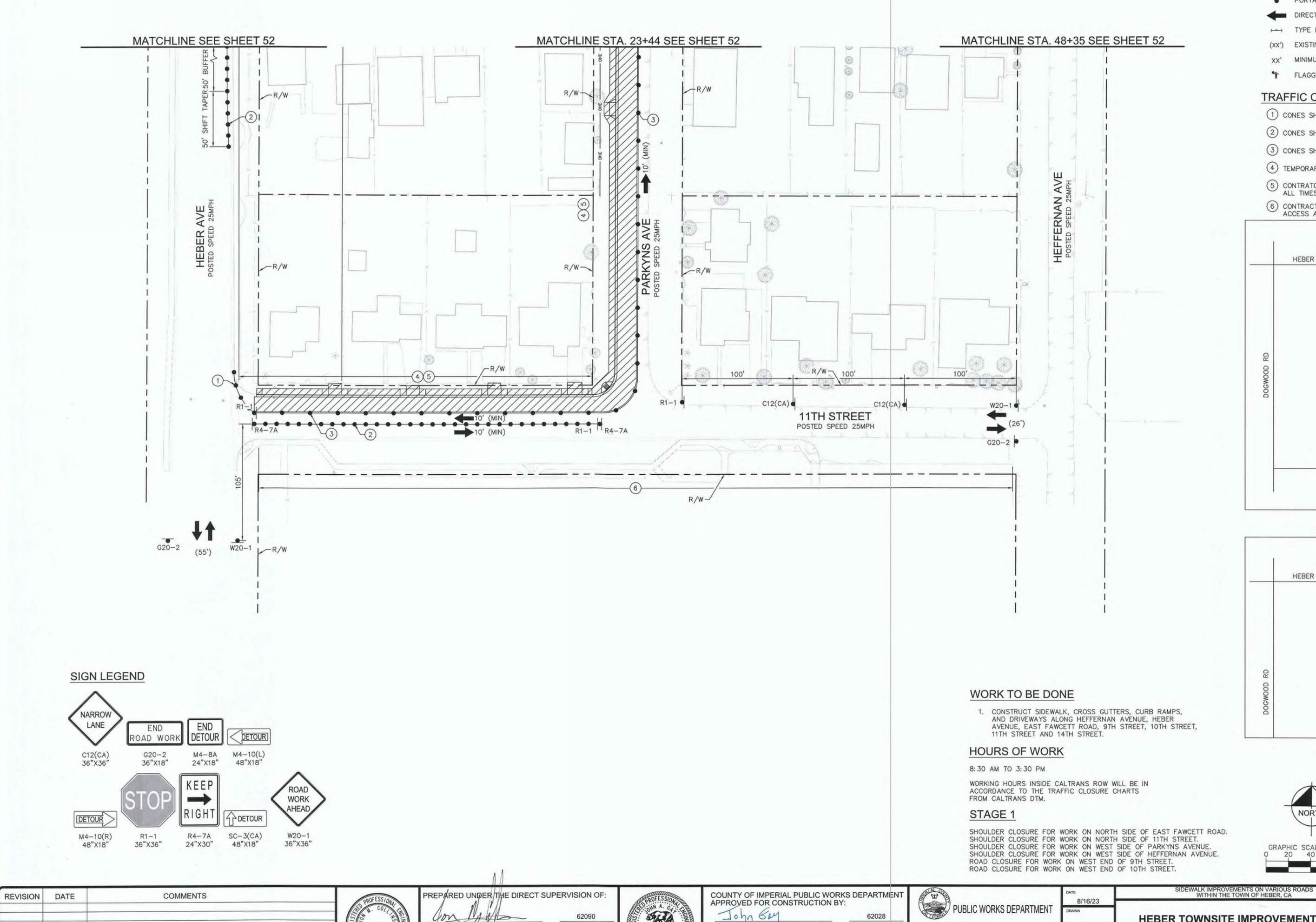
REFERENCE 6953CAPP

SHEET OF 48 69

R-983







62090

09/30/23

REG. EXP.

8/16/23

DATE

62028

R.C.E. No.

09/30/23

REG. EXP.

JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS

LEGEND

WORK AREA

TEMPORARY CONSTRUCTION SIGN

PORTABLE CONES

DIRECTION OF TRAFFIC

TYPE III BARRICADE WITH CONSTRUCTION SIGN

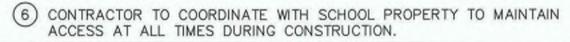
(XX') EXISTING LANE WIDTH

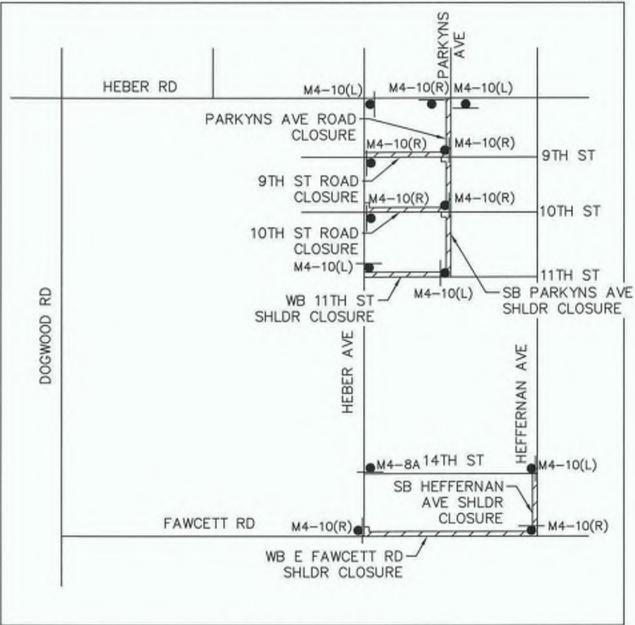
MINIMUM PROPOSED CONSTRUCTION LANE WIDTH

* FLAGGER

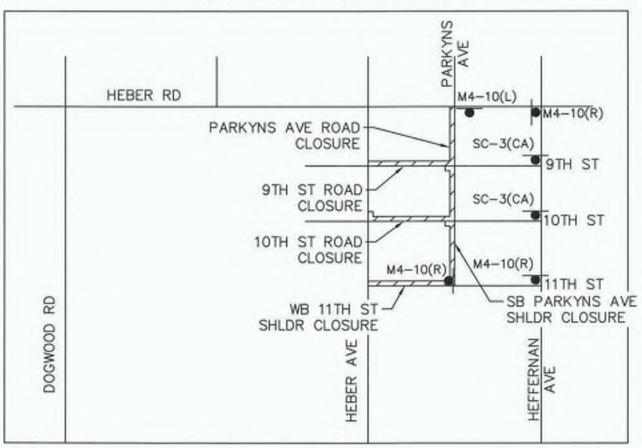
TRAFFIC CONTROL NOTES

- (1) CONES SHALL BE PLACED IN 12' INTERVALS.
- 2 CONES SHALL BE PLACED IN 25' INTERVALS.
- (3) CONES SHALL BE PLACED IN 50' INTERVALS.
- (4) TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.
- (5) CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.

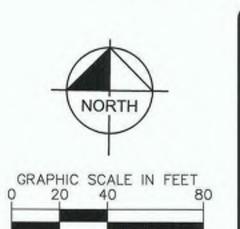


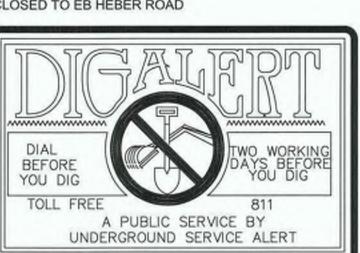


DETOUR PLAN SB PARKYNS AVE CLOSED TO WB HEBER ROAD



DETOUR PLAN SB PARKYNS AVE CLOSED TO EB HEBER ROAD

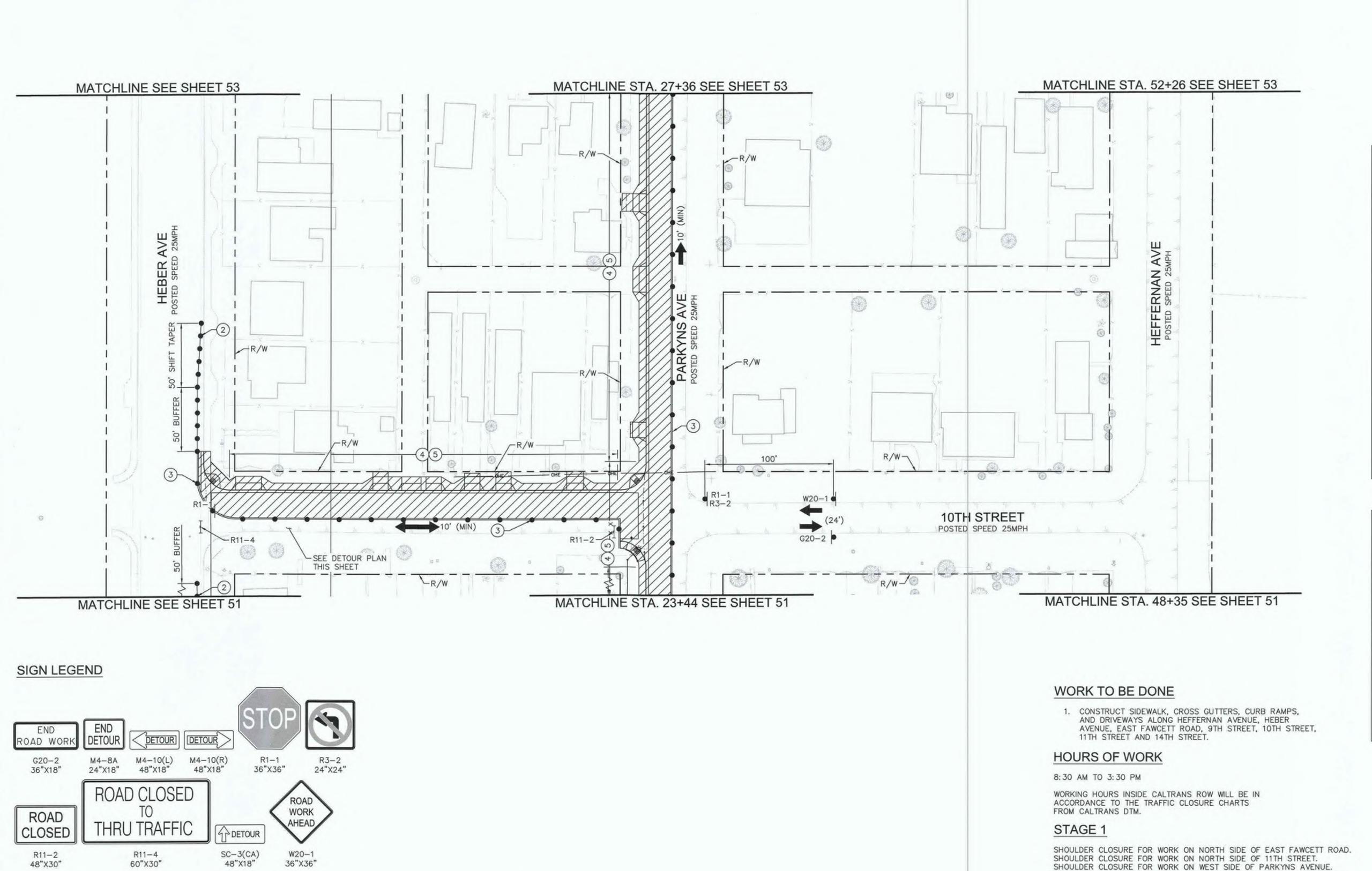




HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. AS SHOWN 6953CAPP EL CENTRO, CALIFORNIA

TRAFFIC CONTROL PLANS STAGE 1

> R-983 REFERENCE 6953CAPP SHEET OF 51 69



C 62028 * EXP.9-30-23

62090

R.C.E. No.

09/30/23

REG. EXP.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT

62028

R.C.E. No.

09/30/23

REG. EXP.

APPROVED FOR CONSTRUCTION BY:

JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS

John GAY

8 (8 23 DATE

PREPARED UNDER THE DIRECT SUPERVISION OF:

8/16/23

DATE

REVISION

DATE

COMMENTS

LEGEND

WORK AREA

TEMPORARY CONSTRUCTION SIGN

PORTABLE CONES

DIRECTION OF TRAFFIC

TYPE III BARRICADE WITH CONSTRUCTION SIGN

(XX') EXISTING LANE WIDTH

XX' MINIMUM PROPOSED CONSTRUCTION LANE WIDTH

* FLAGGER

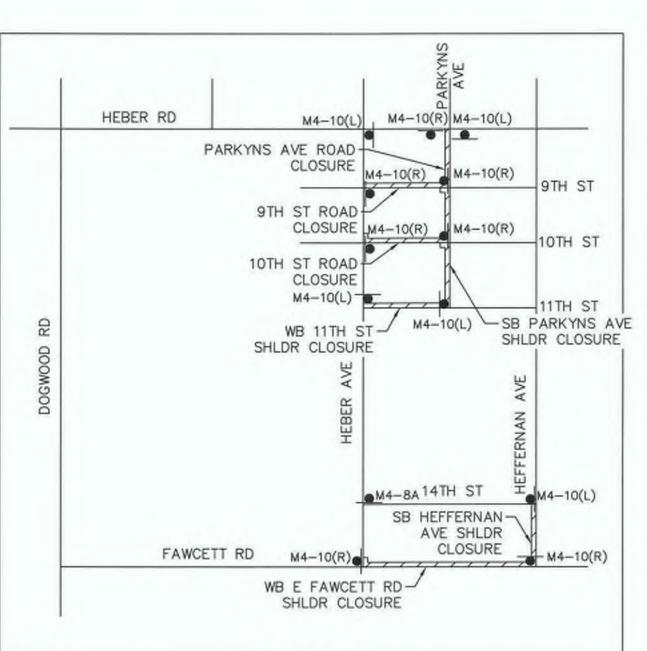
TRAFFIC CONTROL NOTES

2 CONES SHALL BE PLACED IN 25' INTERVALS.

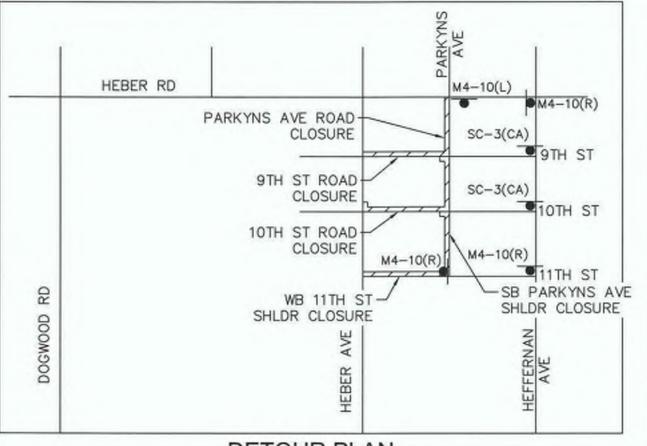
3 CONES SHALL BE PLACED IN 50' INTERVALS.

4 TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.

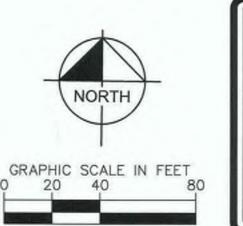
5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.



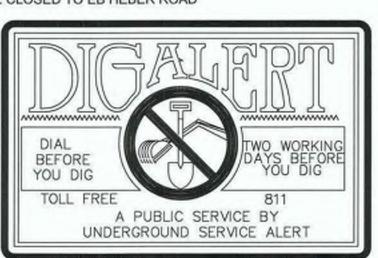
DETOUR PLAN SB PARKYNS AVE CLOSED TO WB HEBER ROAD



DETOUR PLAN
SB PARKYNS AVE CLOSED TO EB HEBER ROAD



SIDEWALK IMPROVEMENTS ON VARIOUS ROADS



A A A	0/40/00	WITHIN THE TOWN OF HEBER, CA
PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL EL CENTRO, CALIFORNIA	8/16/23 DRAWN SCALE AS SHOWN CHECKED	HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

SHOULDER CLOSURE FOR WORK ON WEST SIDE OF HEFFERNAN AVENUE.

ROAD CLOSURE FOR WORK ON WEST END OF 9TH STREET.

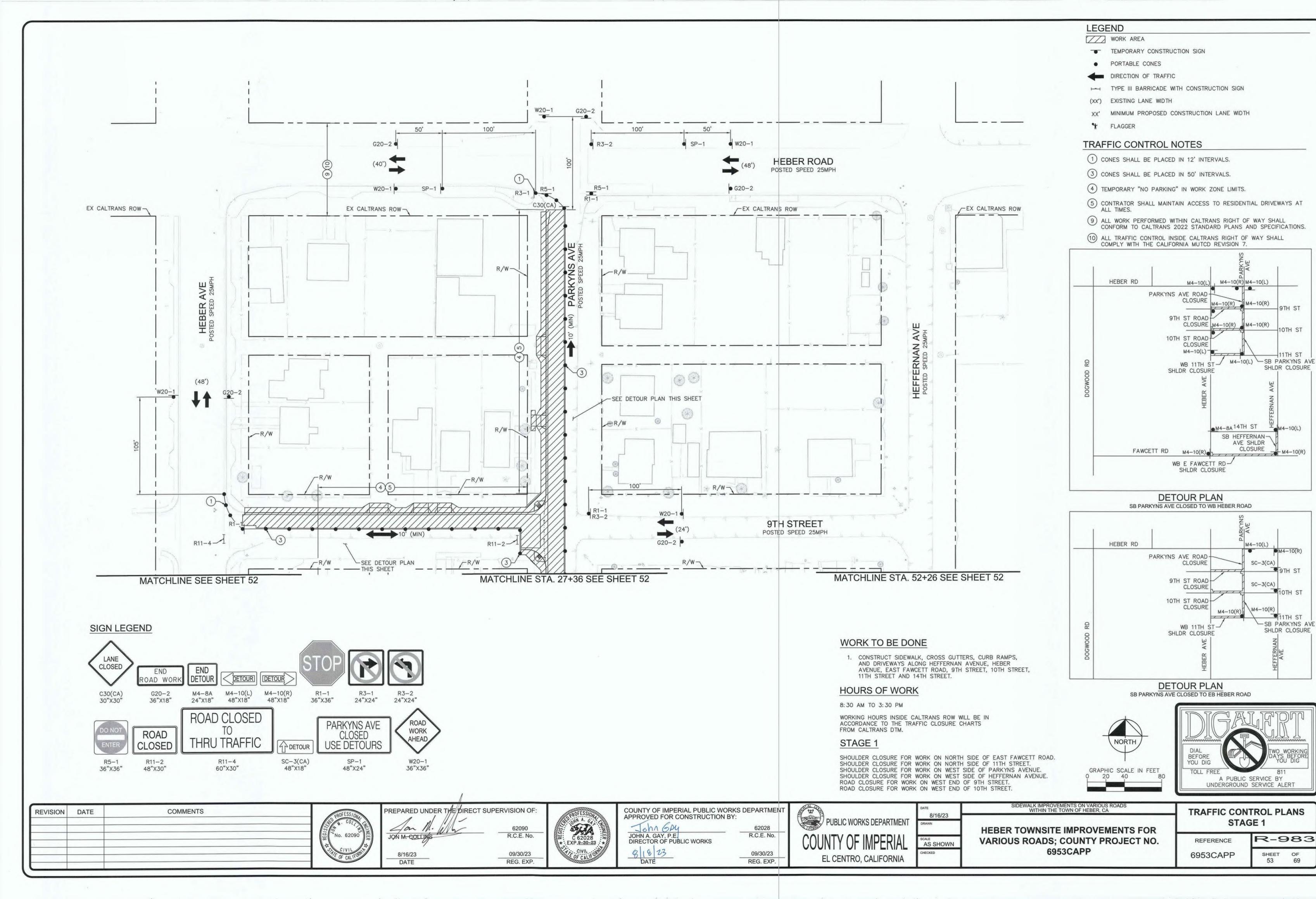
ROAD CLOSURE FOR WORK ON WEST END OF 10TH STREET.

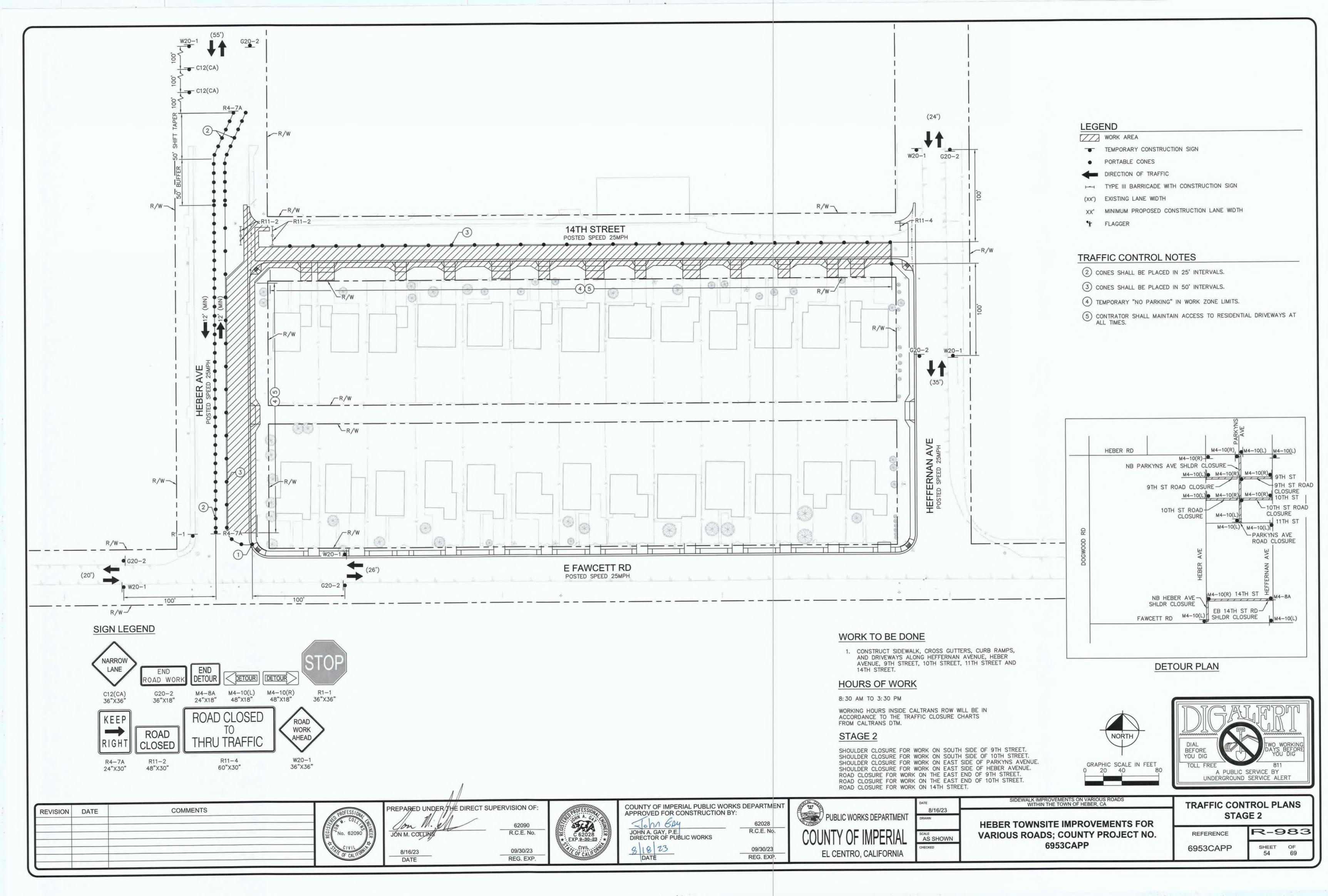
TRAFFIC CONTROL PLANS STAGE 1

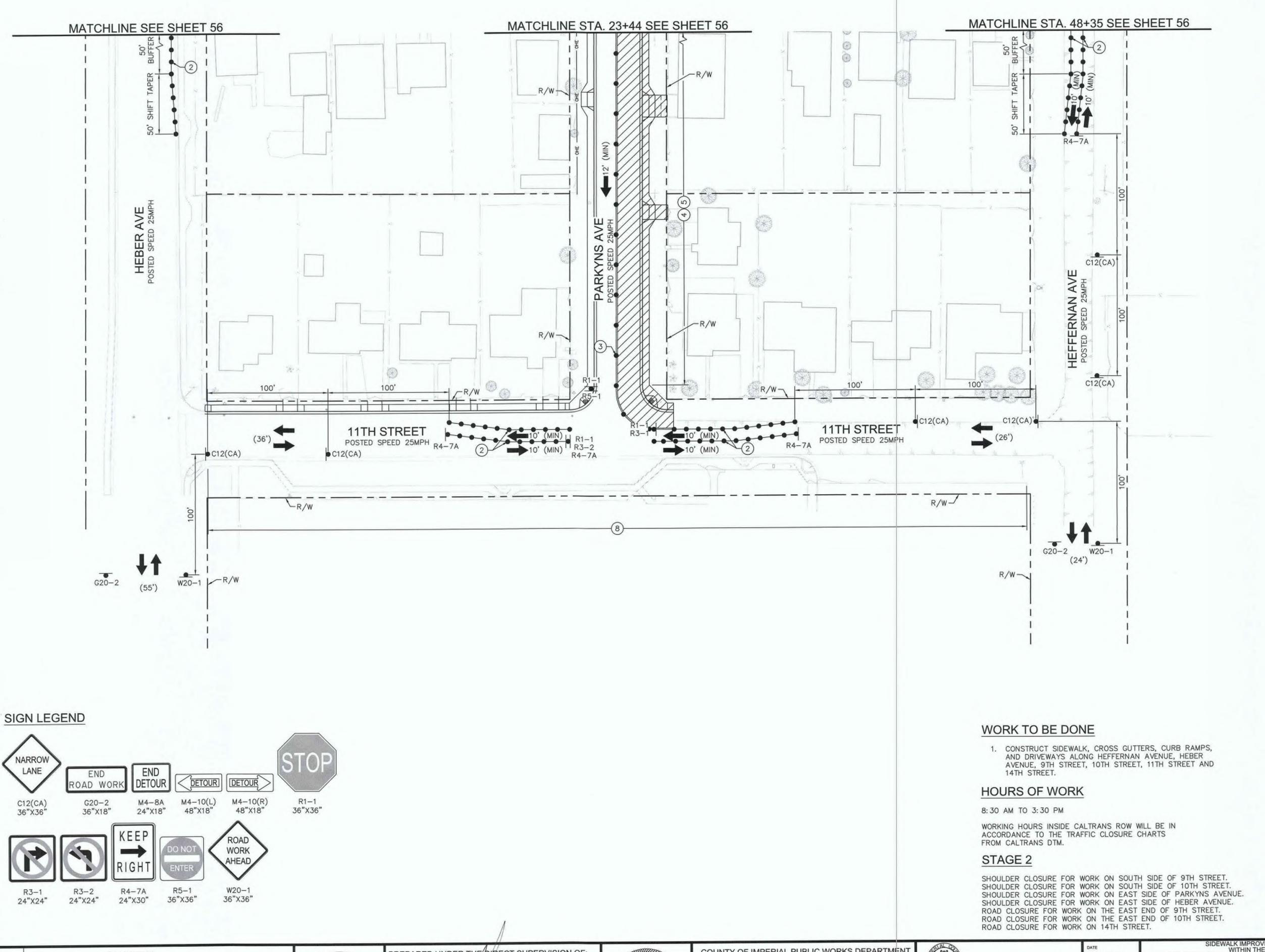
52

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REFERENCE R-983
6953CAPP SHEET OF







LEGEND

WORK AREA

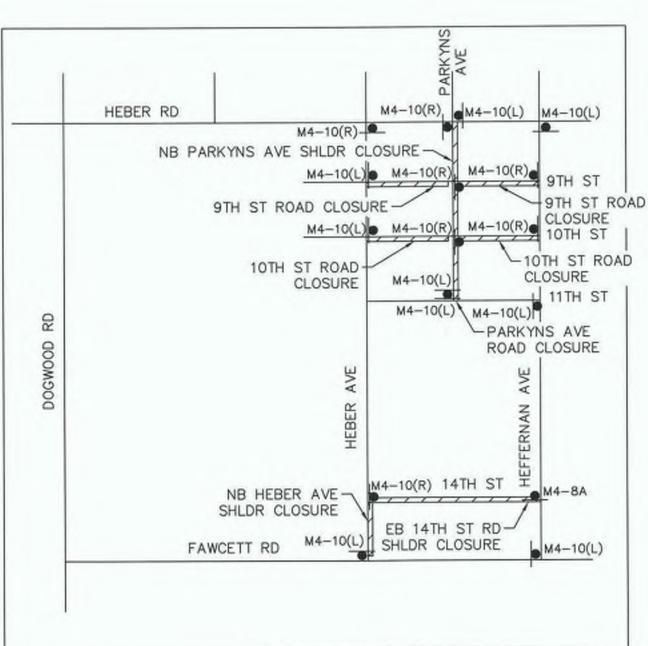
- TEMPORARY CONSTRUCTION SIGN
- PORTABLE CONES

DIRECTION OF TRAFFIC

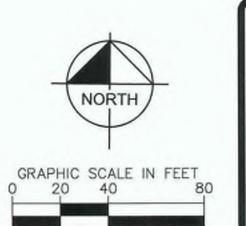
- TYPE III BARRICADE WITH CONSTRUCTION SIGN
- (XX') EXISTING LANE WIDTH
- XX' MINIMUM PROPOSED CONSTRUCTION LANE WIDTH
- * FLAGGER

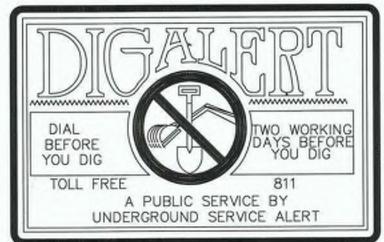
TRAFFIC CONTROL NOTES

- 2 CONES SHALL BE PLACED IN 25' INTERVALS.
- 3 CONES SHALL BE PLACED IN 50' INTERVALS.
- 4 TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.
- 5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.
- 8 CONTRATOR SHALL MAINTAIN ACCESS TO SCHOOL PARKING AT ALL TIMES.

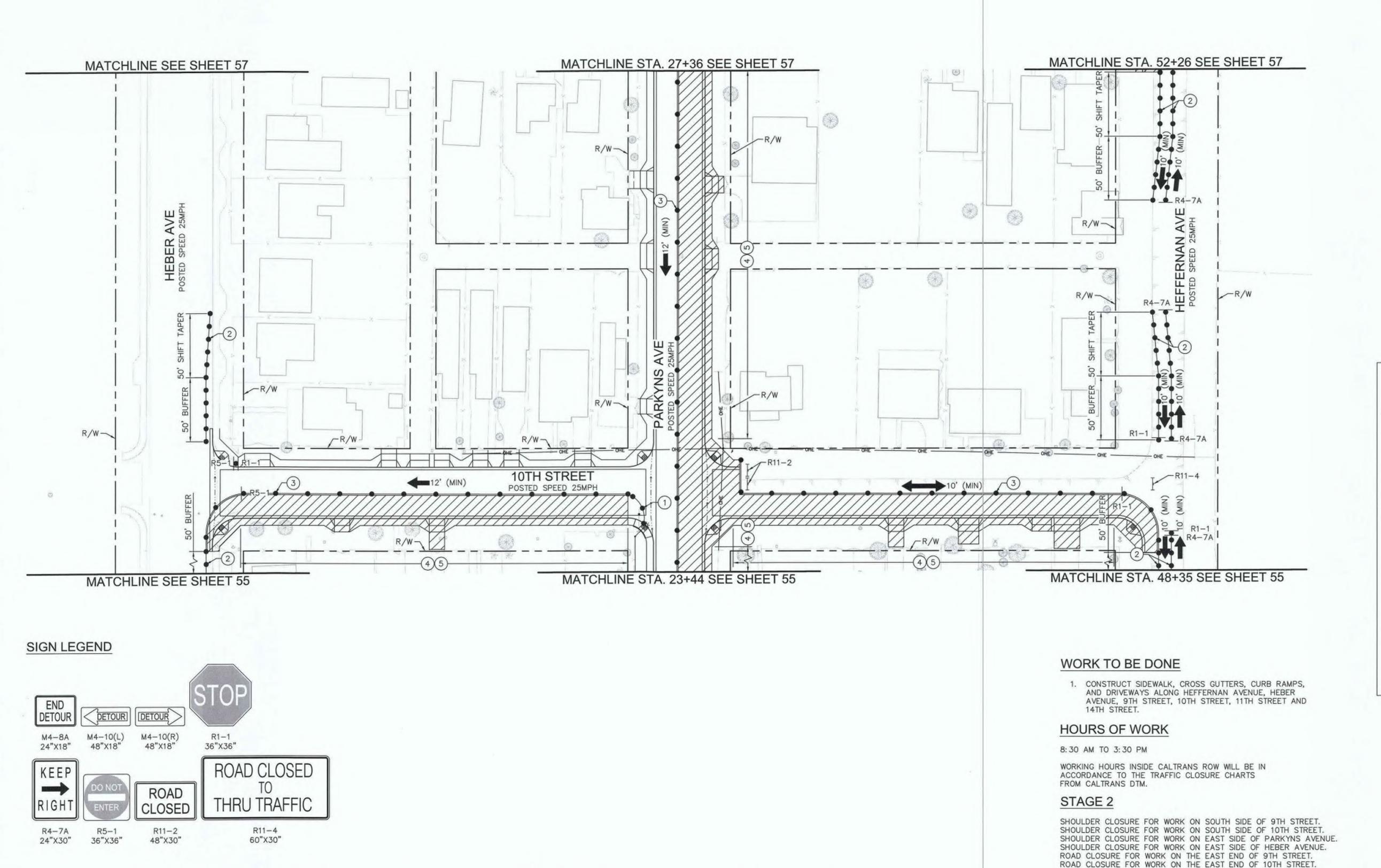


DETOUR PLAN





REVISION DATE COMMENTS	PREPARED U	UNDER THE DIRECT SUPERVISION OF:	STATA 2	COUNTY OF IMPERIAL PUBLIC WOR APPROVED FOR CONSTRUCTION B	RKS DEPARTMENT BY: 62028	PUBLIC WORKS DEPARTMENT	8/16/23 DRAWN	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA HEBER TOWNSITE IMPROVEMENTS FOR	TRAFFIC CONSTAG	
	JON M. COLL	R.C.E. No.	C 62028 + EXP.9-30-23 + 1	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.	COUNTY OF IMPERIAL	SCALE AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.	REFERENCE	R-983
	OF CALIFORNIA B/16/23 DATE		OF CALIFORNIA	8 18 23 DATE	09/30/23 REG. EXP.	EL CENTRO, CALIFORNIA	CHECKED	6953CAPP	6953CAPP	SHEET OF 55 69



C 62028 * EXP.9-30-23

62090

R.C.E. No.

09/30/23

REG. EXP.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT

62028

R.C.E. No.

09/30/23

REG. EXP.

APPROVED FOR CONSTRUCTION BY:

JOHN BAY

DIRECTOR OF PUBLIC WORKS

JOHN A. GAY, P.E.

PREPARED UNDER THE DIRECT SUPERVISION OF:

you 10

8/16/23

DATE

JON M. COLLINS

COMMENTS

REVISION

DATE

LEGEND

WORK AREA

- TEMPORARY CONSTRUCTION SIGN
- PORTABLE CONES

DIRECTION OF TRAFFIC

TYPE III BARRICADE WITH CONSTRUCTION SIGN

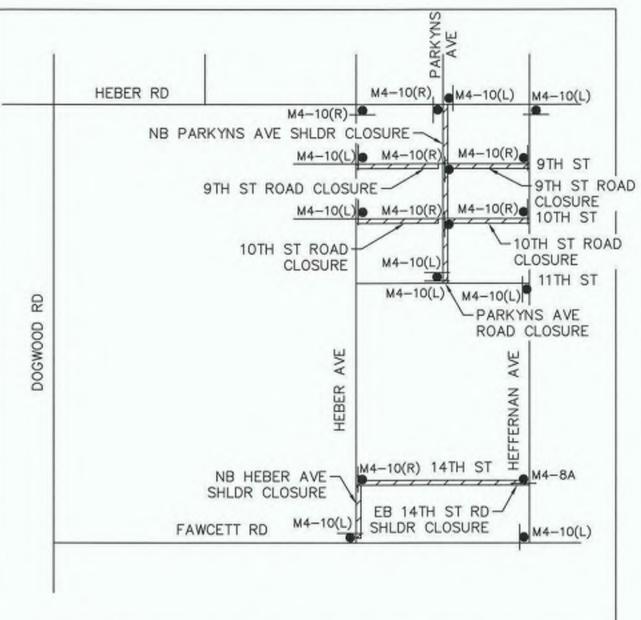
(XX') EXISTING LANE WIDTH

XX' MINIMUM PROPOSED CONSTRUCTION LANE WIDTH

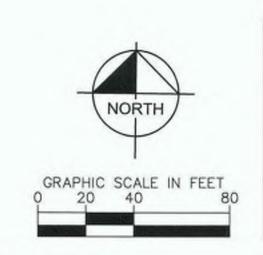
* FLAGGER

TRAFFIC CONTROL NOTES

- 1 CONES SHALL BE PLACED IN 12' INTERVALS.
- 2 CONES SHALL BE PLACED IN 25' INTERVALS.
- 3 CONES SHALL BE PLACED IN 50' INTERVALS.
- 4 TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.
- 5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.



DETOUR PLAN





SIDEWALI W	K IMPROVEMENTS ON ITHIN THE TOWN OF H	VARIOUS ROADS EBER, CA
HEBER TOW	NSITE IMPR	OVEMENTS FOR
VARIOUS RO	ADS; COUN	TY PROJECT NO
	6953CAP	P

ROAD CLOSURE FOR WORK ON 14TH STREET.

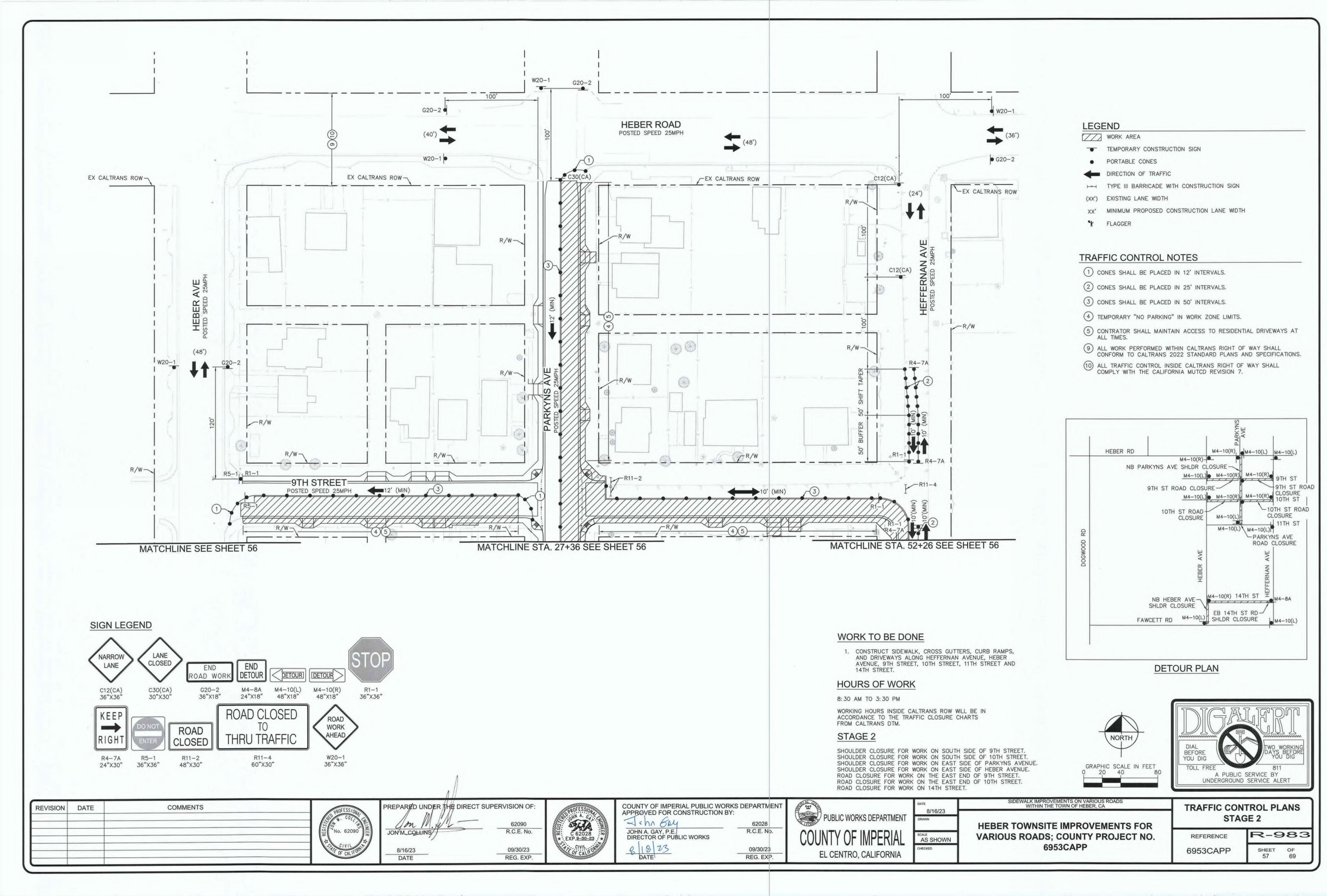
AS SHOWN

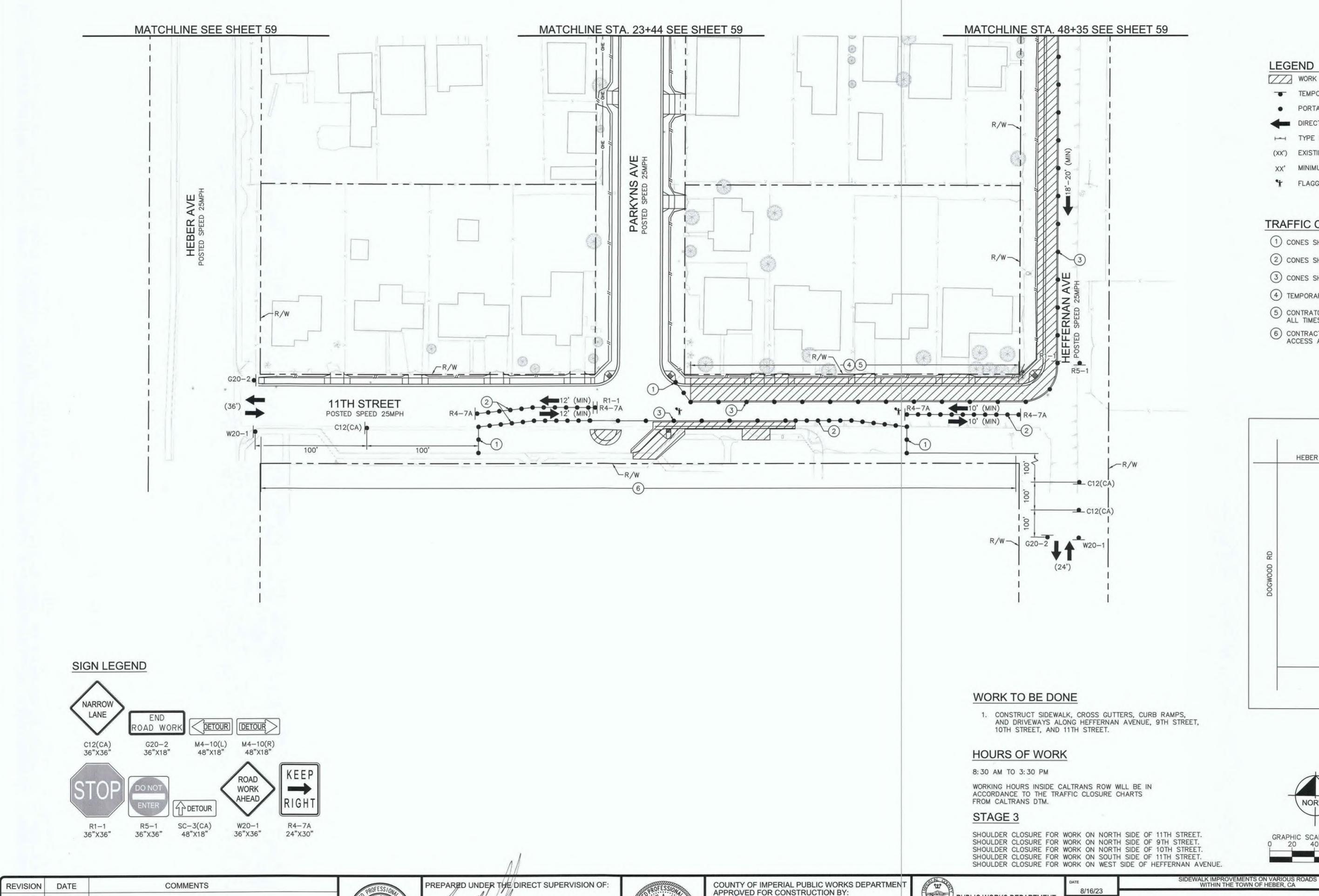
PUBLIC WORKS DEPARTMENT

EL CENTRO, CALIFORNIA

TRAFFIC CONTROL PLANS STAGE 2

REFERENCE R-983
6953CAPP SHEET OF 56 69





C 62028 EXP.9-30-23 *

62090

R.C.E. No.

09/30/23

REG. EXP.

JON M. COLLINS

8/16/23

DATE

John BAY

8 18 23 DATE

JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS

LEGEND

WORK AREA

- TEMPORARY CONSTRUCTION SIGN
- PORTABLE CONES

DIRECTION OF TRAFFIC

TYPE III BARRICADE WITH CONSTRUCTION SIGN

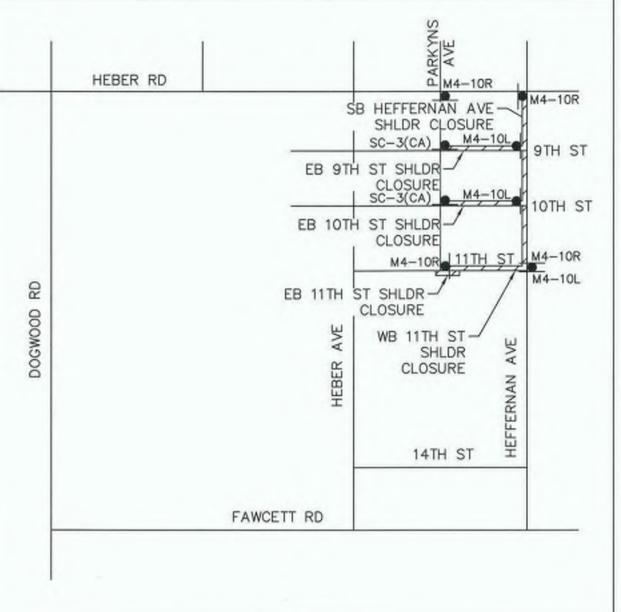
(XX') EXISTING LANE WIDTH

XX' MINIMUM PROPOSED CONSTRUCTION LANE WIDTH

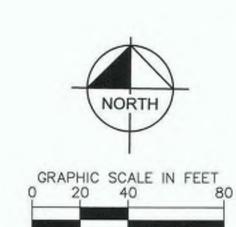
* FLAGGER

TRAFFIC CONTROL NOTES

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- 3 CONES SHALL BE PLACED IN 50' INTERVALS.
- 4 TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.
- 5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.
- 6 CONTRACTOR TO COORDINATE WITH SCHOOL PROPERTY TO MAINTAIN ACCESS AT ALL TIMES DURING CONSTRUCTION.



DETOUR PLAN





DEPARTMENT	DUDI IO MODIVO DEDI DENTENENT
62028	PUBLIC WORKS DEPARTMENT
R.C.E. No.	COUNTY OF IMPERIAL
09/30/23	EL OENTRO ON JEORNIA
REG. EXP.	EL CENTRO, CALIFORNIA

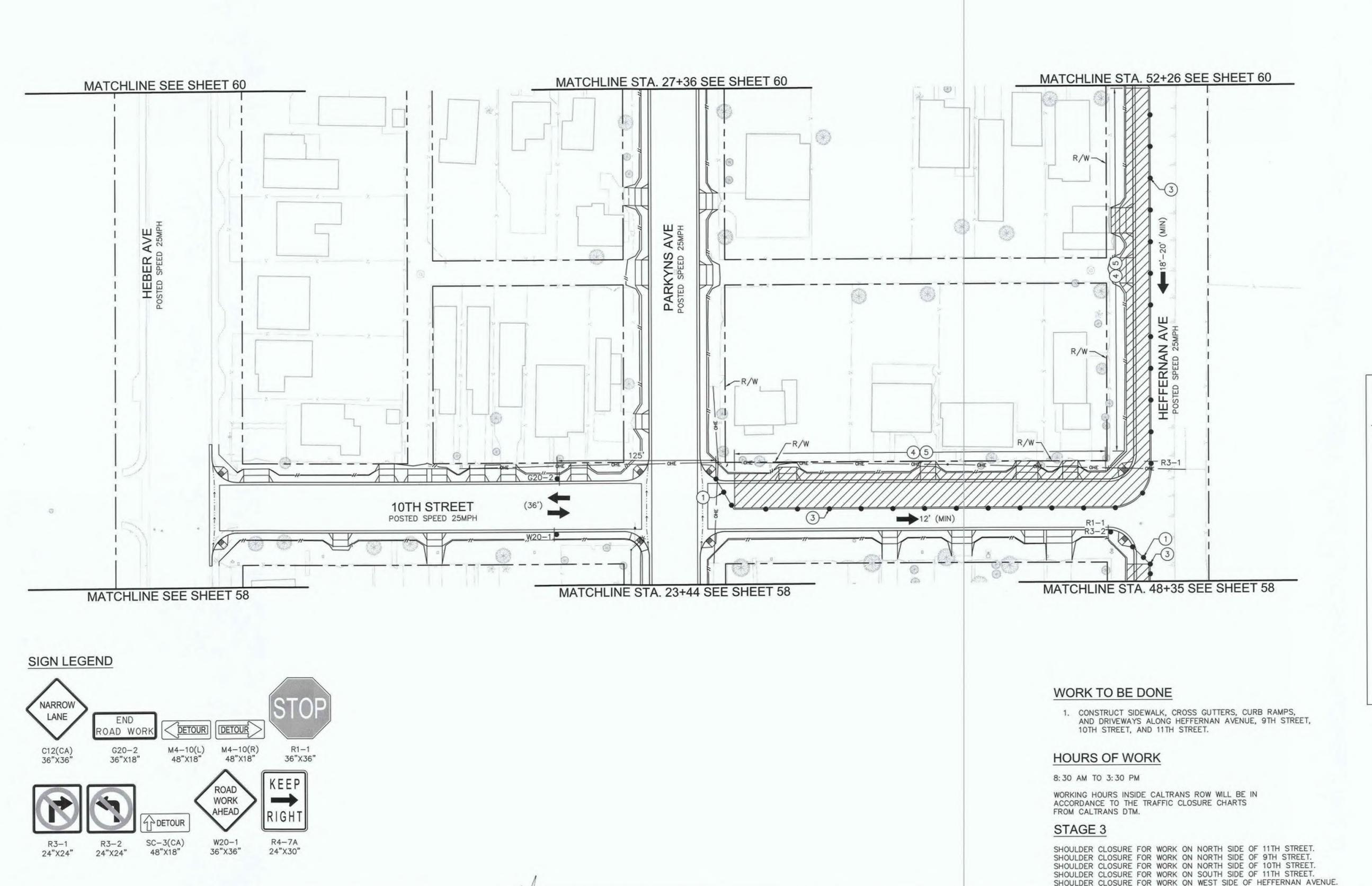
AS SHOWN

CHECKED

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

TRAFFIC CONTROL PLANS STAGE 3

R-983 REFERENCE 6953CAPP SHEET OF



C 62028 * EXP.9-30-23

62090

R.C.E. No.

09/30/23

REG. EXP.

PREPARED UNDER THE DIRECT SUPERVISION OF:

8/16/23

DATE

COMMENTS

DATE

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY:

62028

R.C.E. No.

09/30/23

REG. EXP.

EL CENTRO, CALIFORNIA

John Bay

8 18 23 DATE

JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS

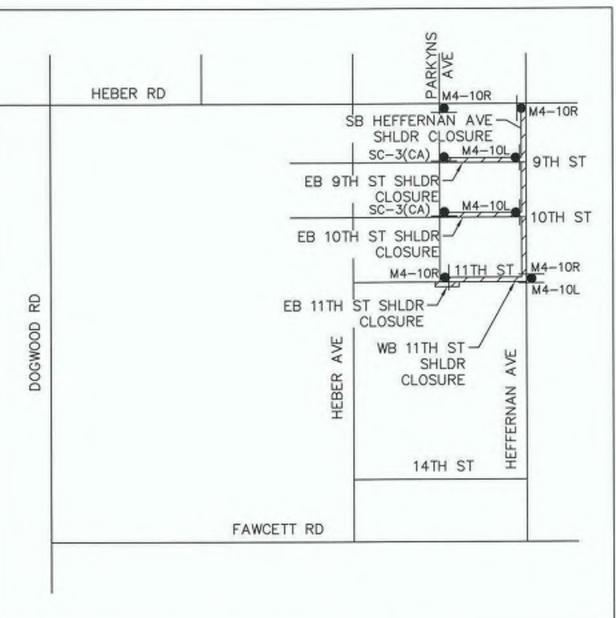
LEGEND

WORK AREA

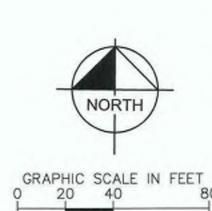
- TEMPORARY CONSTRUCTION SIGN
- PORTABLE CONES
- DIRECTION OF TRAFFIC
- TYPE III BARRICADE WITH CONSTRUCTION SIGN
- (XX') EXISTING LANE WIDTH
- XX' MINIMUM PROPOSED CONSTRUCTION LANE WIDTH
- * FLAGGER

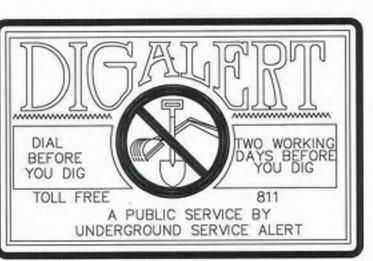
TRAFFIC CONTROL NOTES

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- 5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.



DETOUR PLAN





TRAFFIC CONTROL PLANS STAGE 3

59

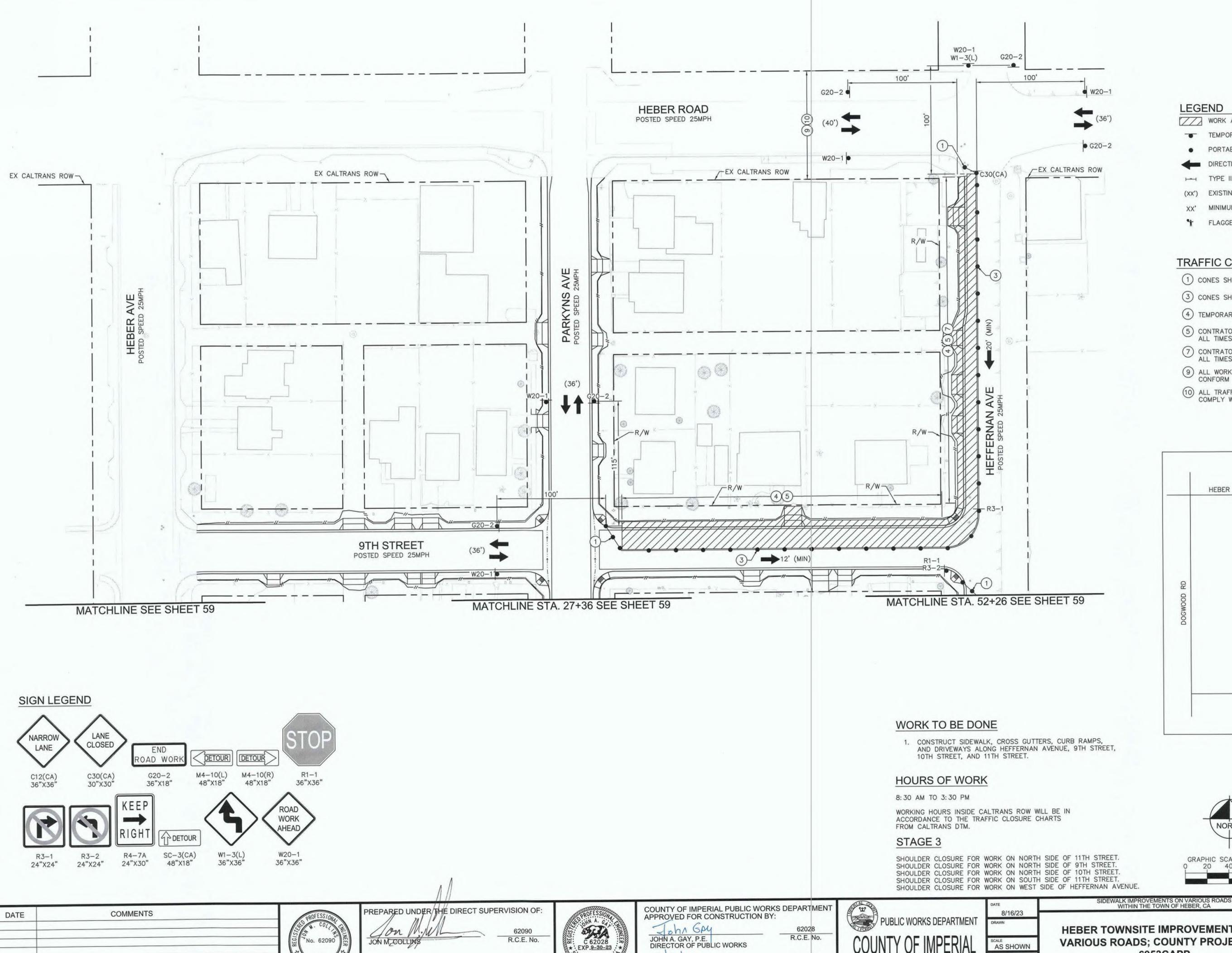
69

REFERENCE 6953CAPP

HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. 6953CAPP

SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA 8/16/23 PUBLIC WORKS DEPARTMENT AS SHOWN

R-983 SHEET OF



DIRECTOR OF PUBLIC WORKS

09/30/23

REG. EXP.

8 18 23 DATE

09/30/23

REG. EXP.

8/16/23

DATE

REVISION

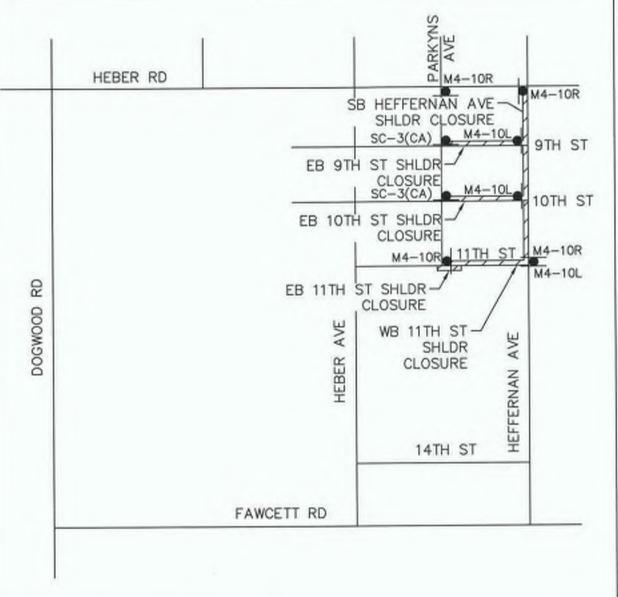
LEGEND

WORK AREA

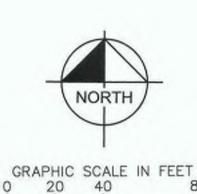
- TEMPORARY CONSTRUCTION SIGN
- PORTABLE CONES
- DIRECTION OF TRAFFIC
- TYPE III BARRICADE WITH CONSTRUCTION SIGN
- (XX') EXISTING LANE WIDTH
- MINIMUM PROPOSED CONSTRUCTION LANE WIDTH
- * FLAGGER

TRAFFIC CONTROL NOTES

- 1) CONES SHALL BE PLACED IN 12' INTERVALS.
- 3 CONES SHALL BE PLACED IN 50' INTERVALS.
- (4) TEMPORARY "NO PARKING" IN WORK ZONE LIMITS.
- 5 CONTRATOR SHALL MAINTAIN ACCESS TO RESIDENTIAL DRIVEWAYS AT ALL TIMES.
- 7 CONTRATOR SHALL MAINTAIN ACCESS TO BUSINESS DRIVEWAYS AT ALL TIMES.
- 9 ALL WORK PERFORMED WITHIN CALTRANS RIGHT OF WAY SHALL CONFORM TO CALTRANS 2022 STANDARD PLANS AND SPECIFICATIONS.
- 10 ALL TRAFFIC CONTROL INSIDE CALTRANS RIGHT OF WAY SHALL COMPLY WITH THE CALIFORNIA MUTCD REVISION 7.



DETOUR PLAN



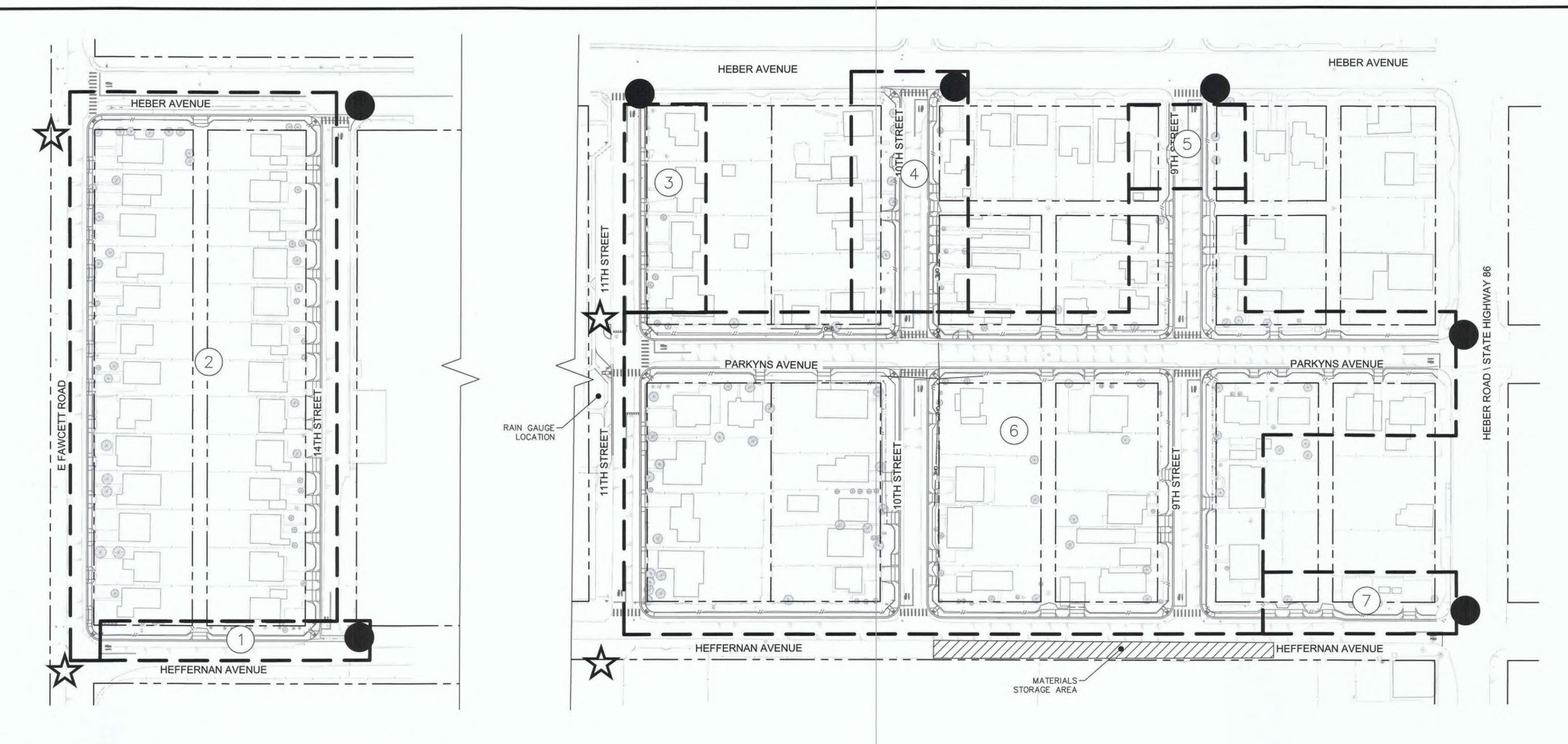


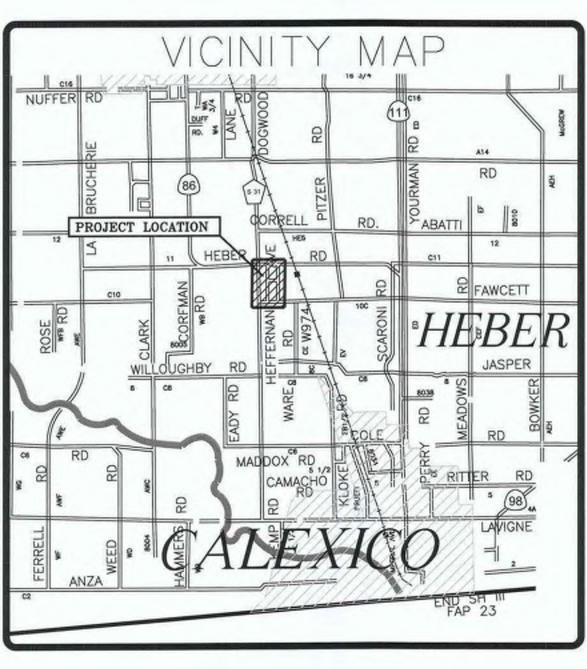
HEBER TOWNSITE IMPROVEMENTS FOR VARIOUS ROADS; COUNTY PROJECT NO. AS SHOWN 6953CAPP EL CENTRO, CALIFORNIA

TRAFFIC CONTROL PLANS STAGE 3

REFERENCE 6953CAPP

R-983 SHEET OF





DRAINA	GE AREAS
NUMBER	AREA
1	267,796 SF
2	20,144 SF
3	31,982 SF
4	52,819 SF
5	18,468 SF
6	459,085 SF
7	22,454 SF
TOTAL	872,748 SF

LEGEND

-CASQA SE-8

-FR -FR -FIBER ROLL-CASQA SE-5

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SAMPLING LOCATION (RUN-ON)

SA

SAMPLING LOCATION (RUN-OFF)

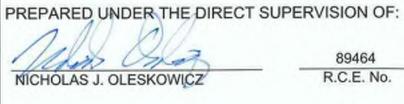






REVISION	DATE	COMMENTS	





8/16/23 12/31/24 REG. EXP.



COUNTY OF IMPERIAL PUBLIC WOR APPROVED FOR CONSTRUCTION E		A
John BAY	62028	1
JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.	(
8 18 23	09/30/23	,
DATE	REG. EXP.	

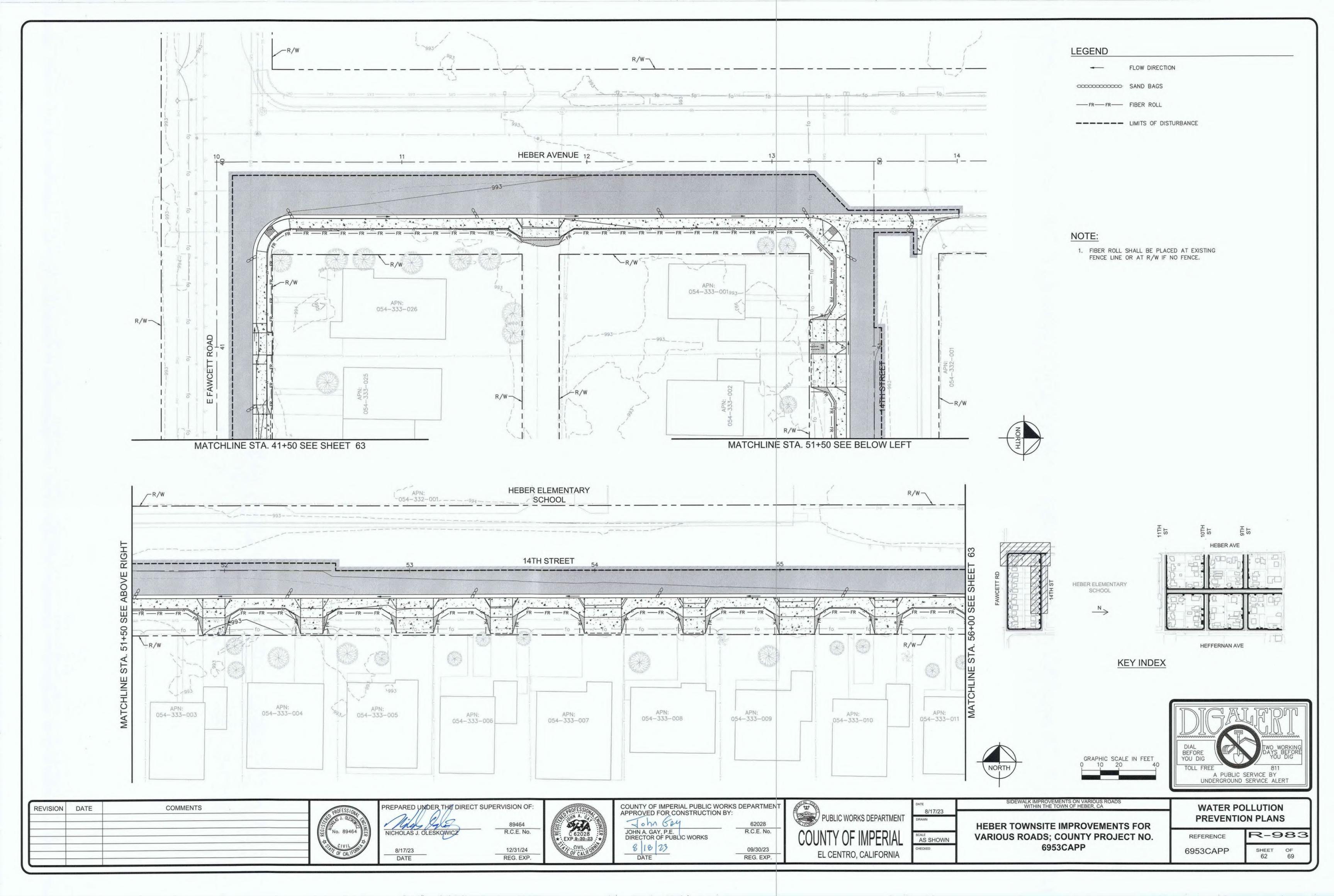
DEPARTMENT 62028	PUBLIC WORKS DEPARTMENT
02020	LEGIST
R.C.E. No.	COUNTY OF IMPERIAL
09/30/23	EL OENTRO CALLEGRALIA
REG. EXP.	EL CENTRO, CALIFORNIA

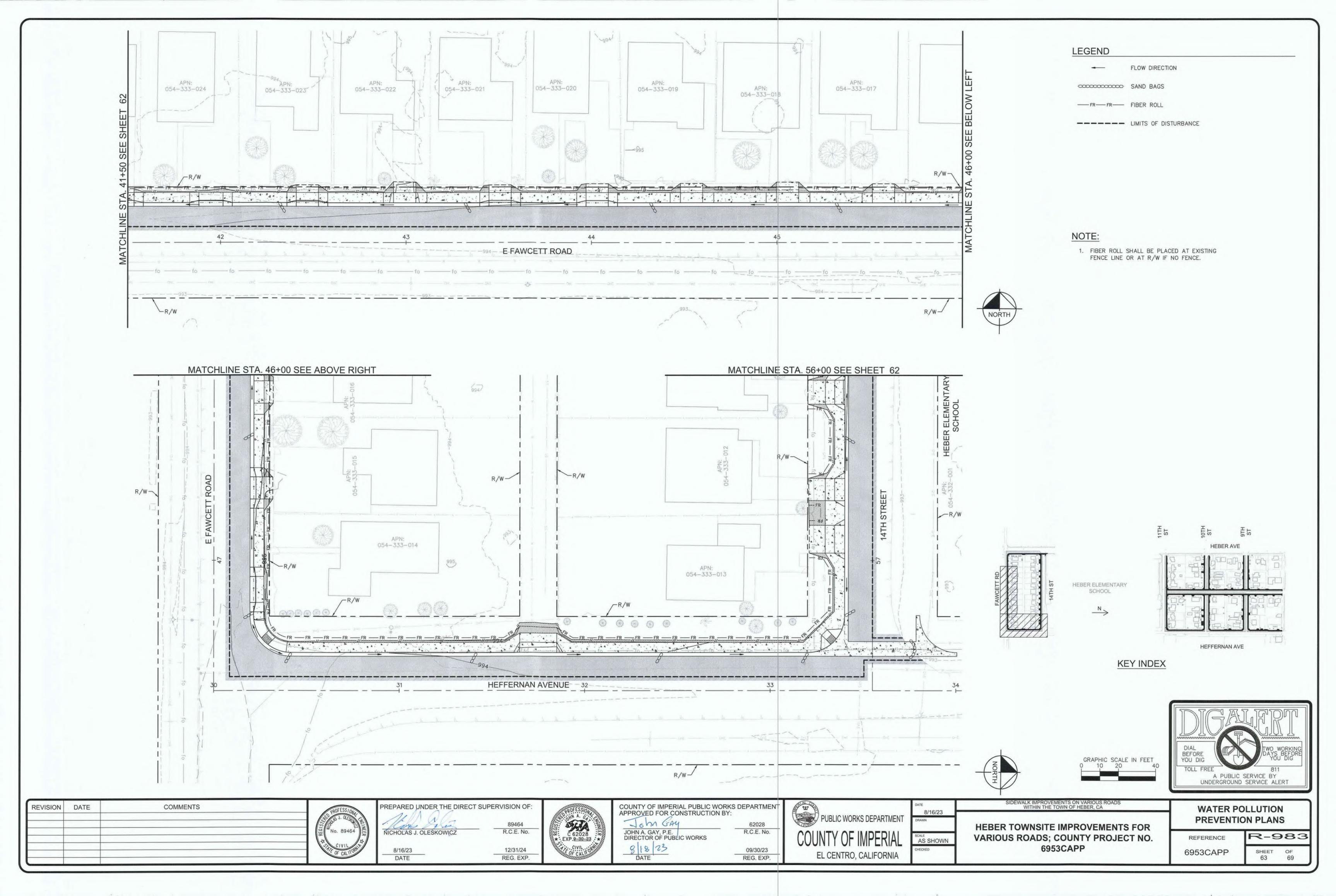
DATE	WITHIN THE TOWN OF HEBER, CA
8/16/23 DRAWN	HEBER TOWNSITE IMPROVEMENTS FO
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT N
CHECKED	6953CAPP

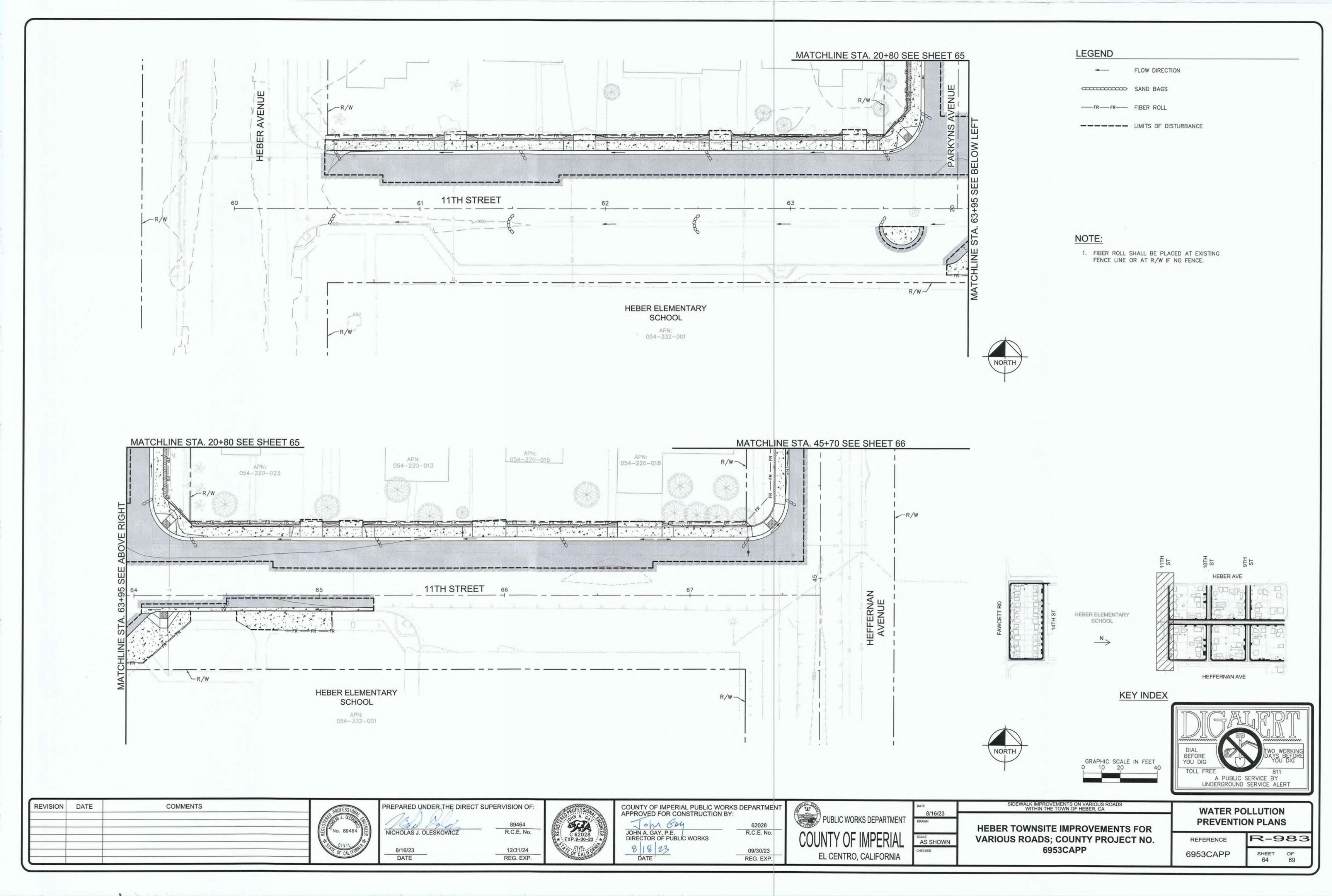
WATER POLLUTION
PREVENTION PLANS-SITE MAP
REFERENCE R-983

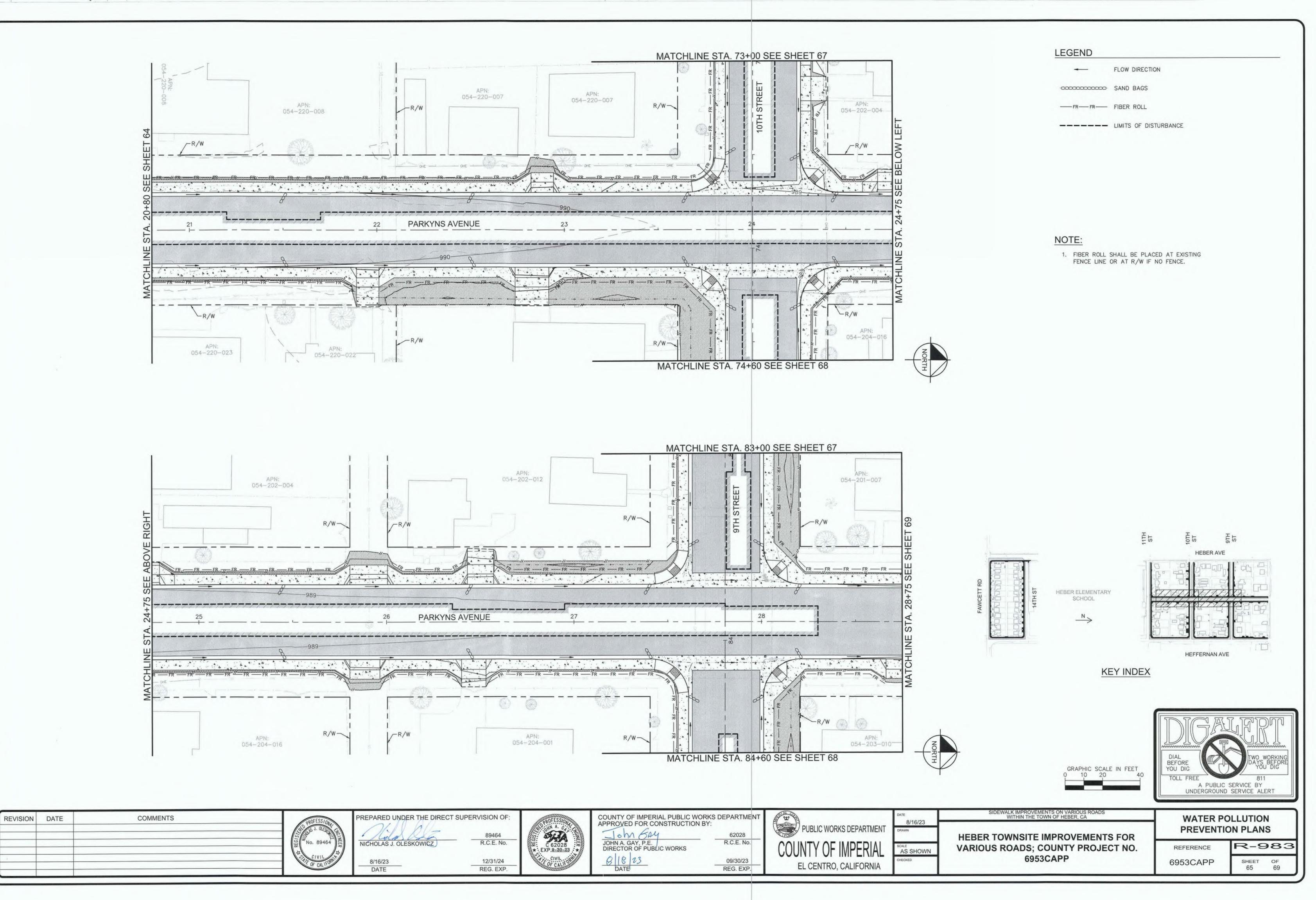
SHEET OF 61 69

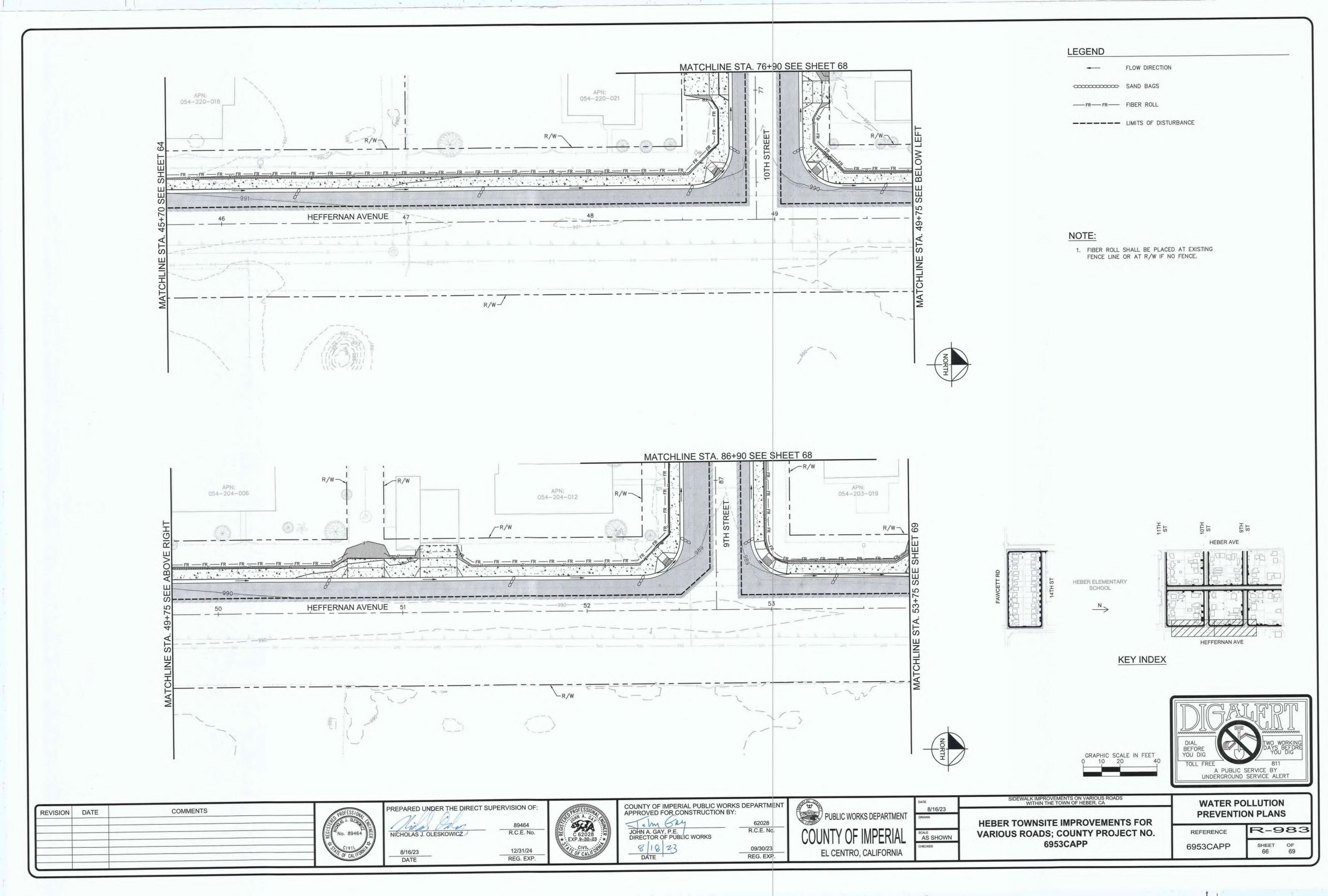
REFERENCE 6953CAPP

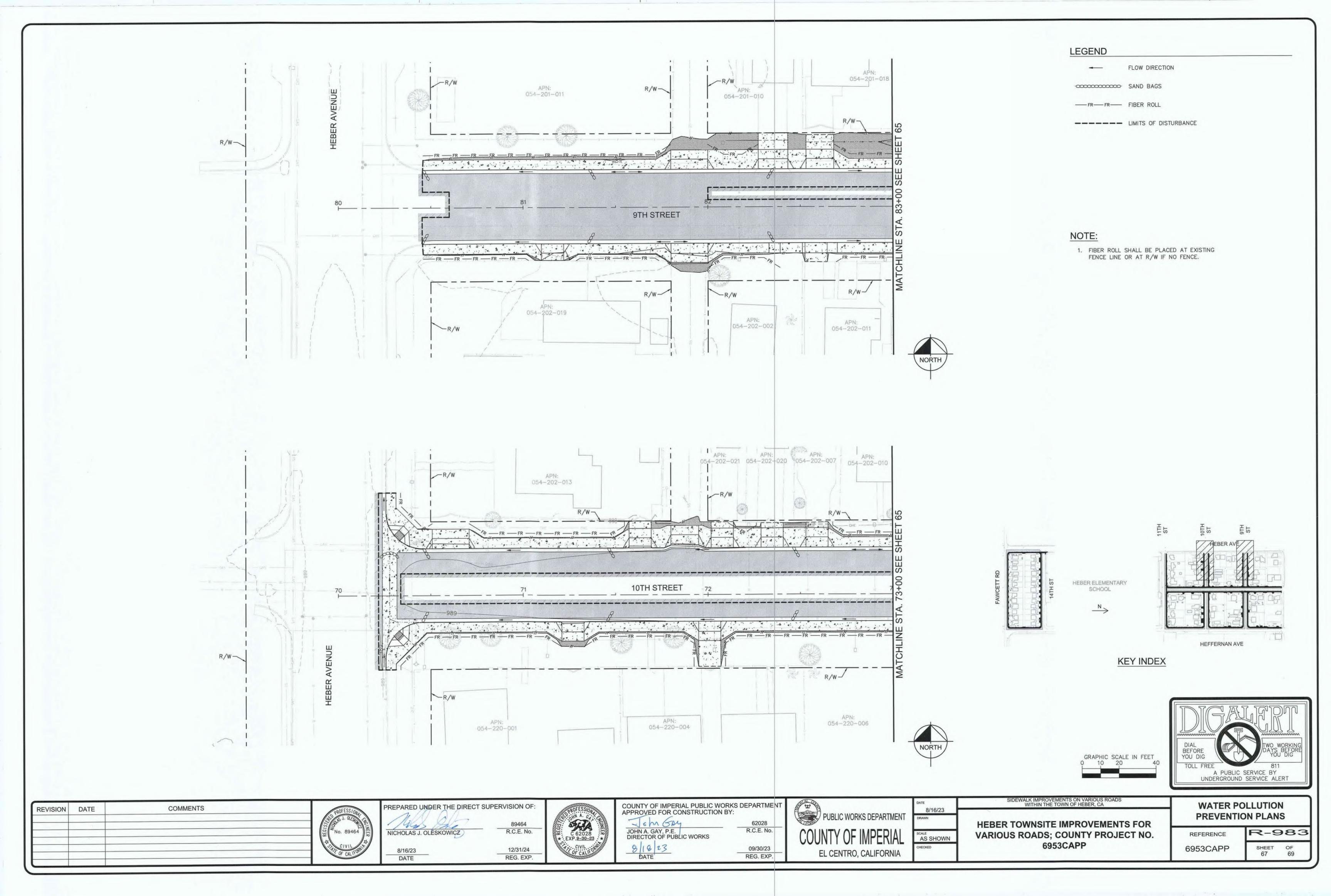


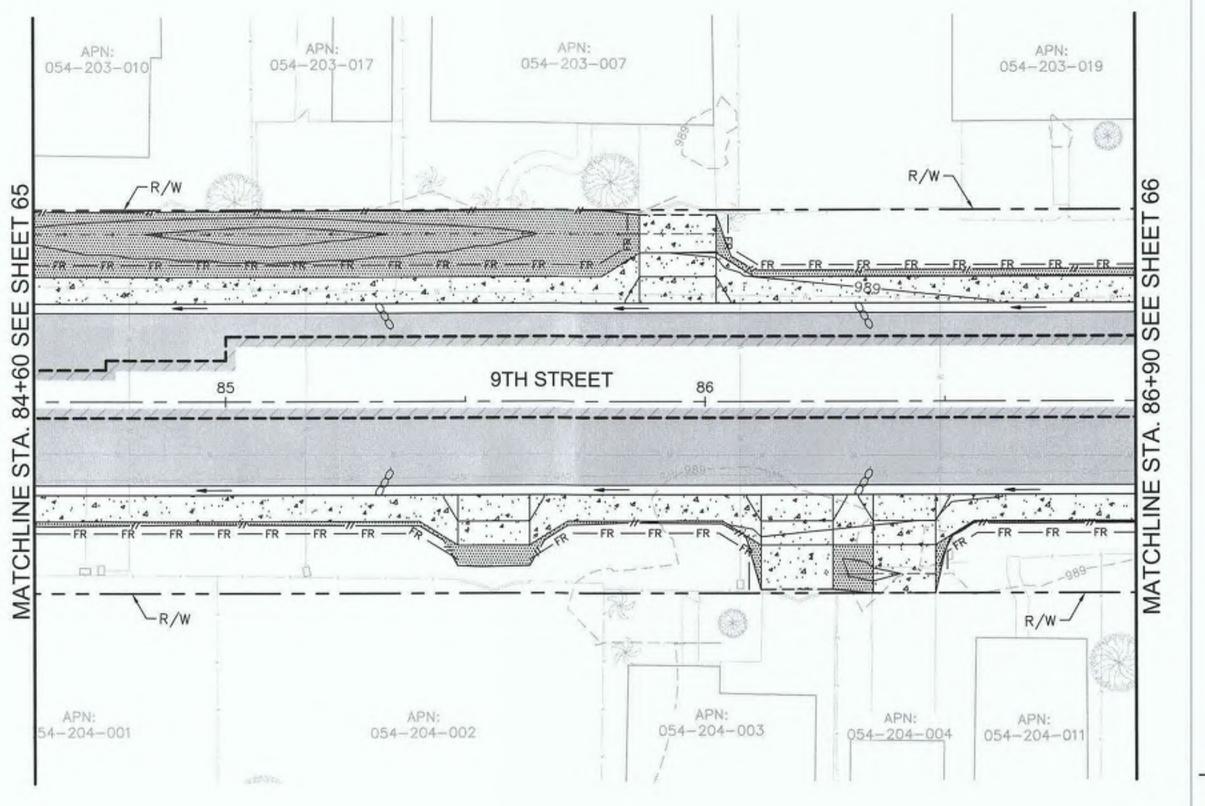


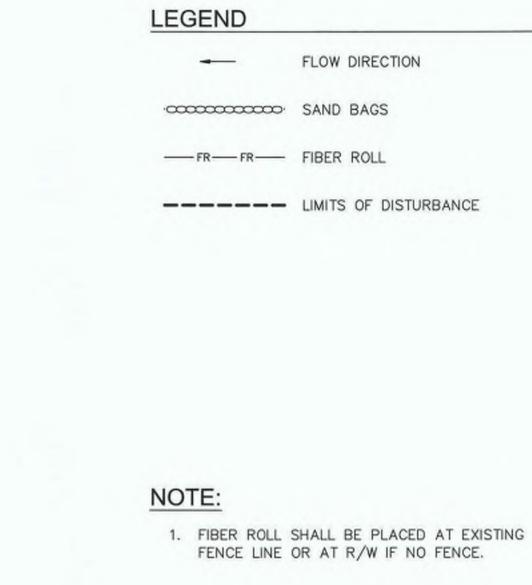




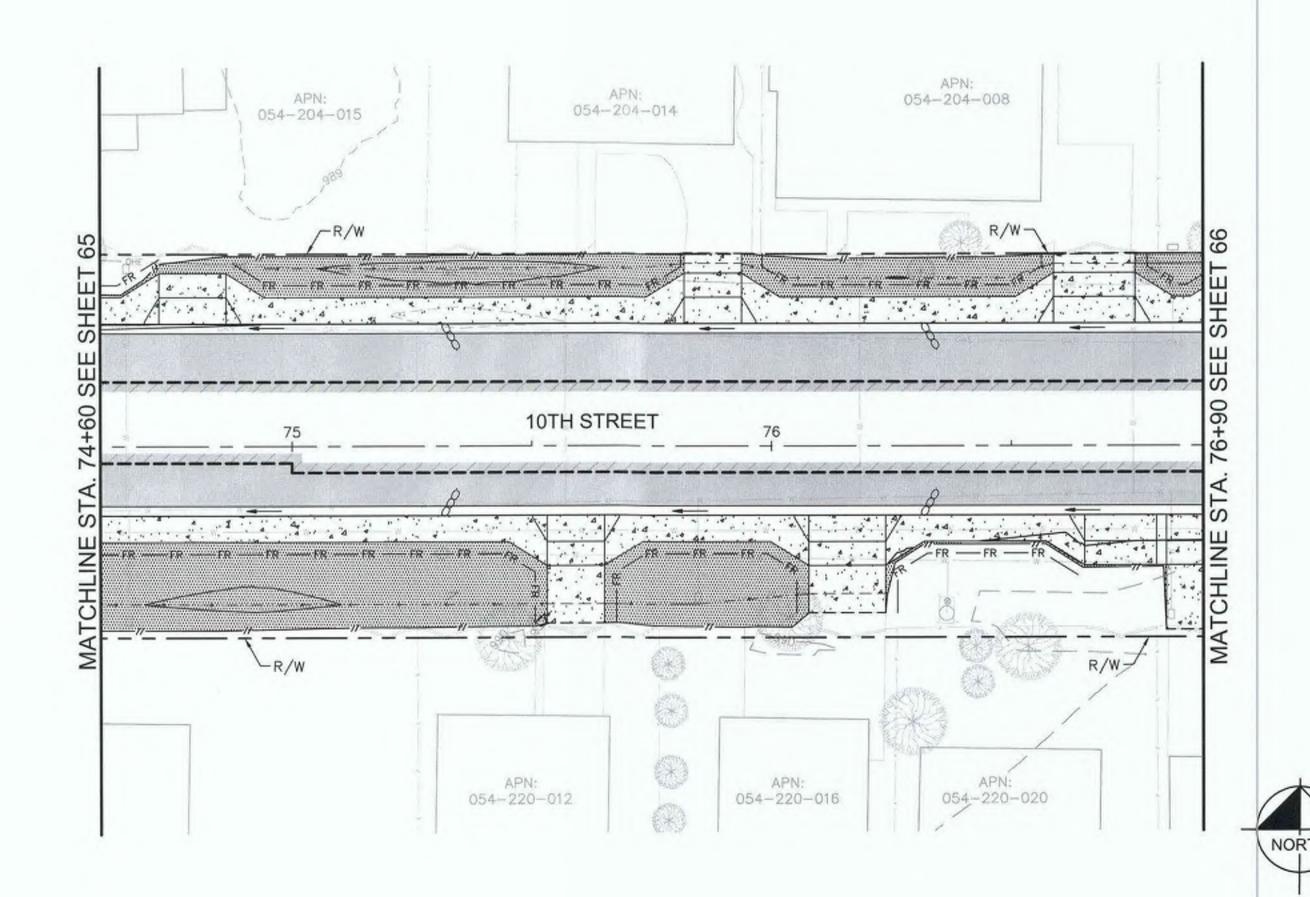


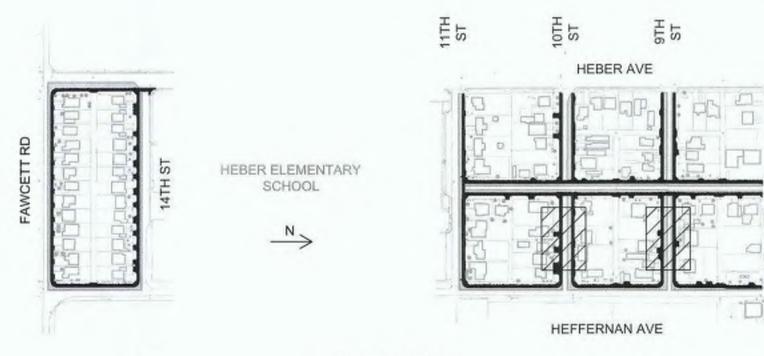




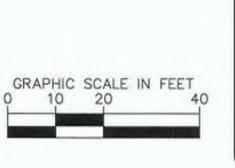


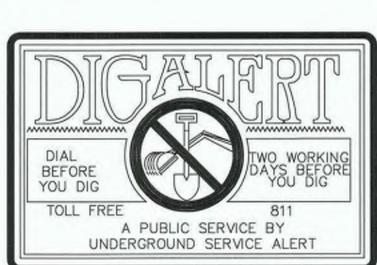






KEY INDEX





REVISION	DATE	COMMENTS	
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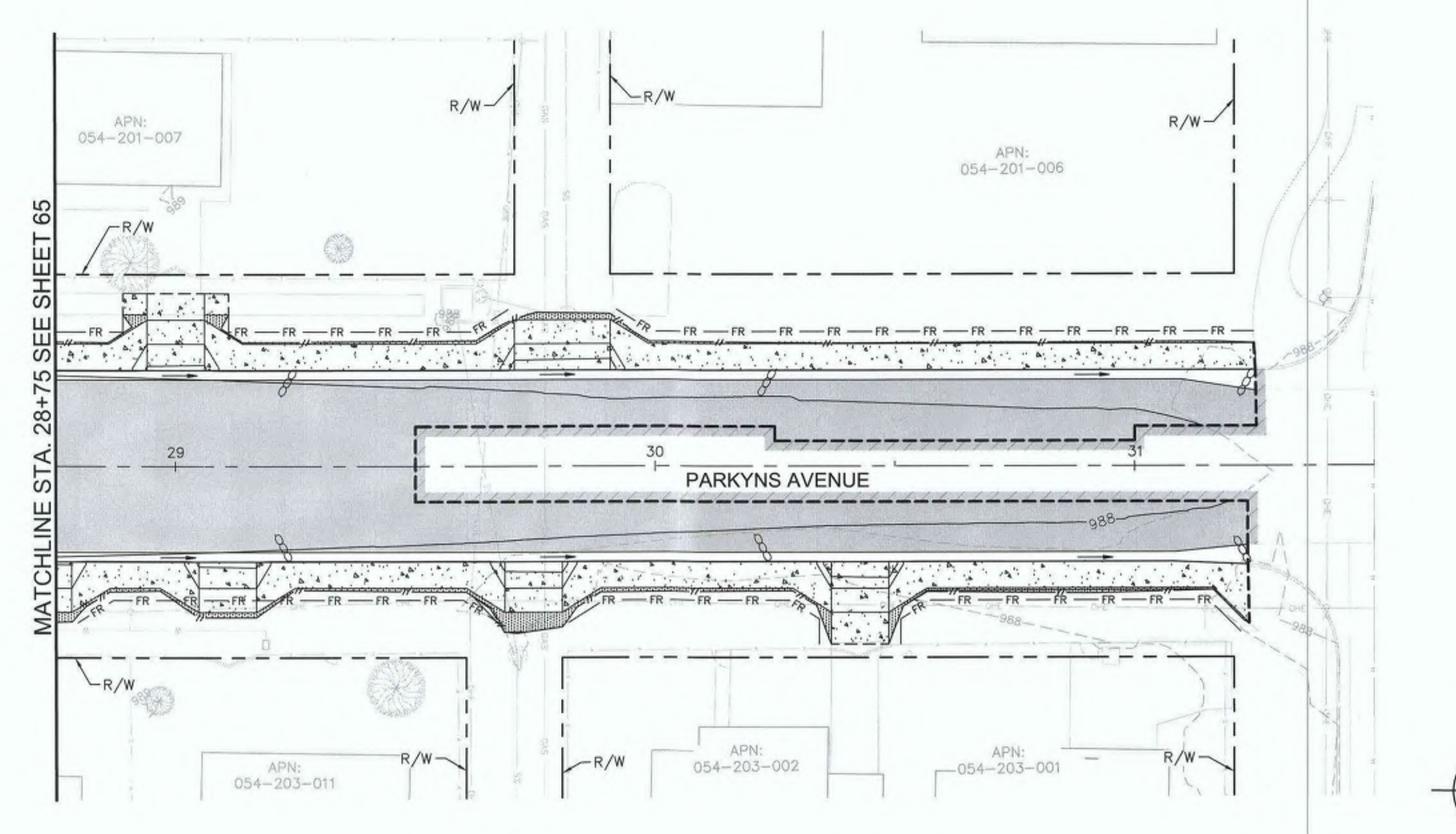
COUNTY OF IMPERIAL PUBLIC WO APPROVED FOR CONSTRUCTION	RKS DEPARTMENT BY:
Flohn Gay	62028
JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E. No.
8/18/23	09/30/23
DATE	REG EXP

NT	PUBLIC WORKS DEPARTMENT
_	COUNTY OF IMPERIAL EL CENTRO, CALIFORNIA

8/16/23	WITHIN THE TOWN OF HEBER, CA
O/TO/25	HEBER TOWNSITE IMPROVEMENTS FOR
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.
NECKED	6953CAPP

WATER POLLUTION PREVENTION PLANS

REFERENCE	R-9	83	3
6953CAPP	SHEET 68	OF 69	





FLOW DIRECTION

· SAND BAGS

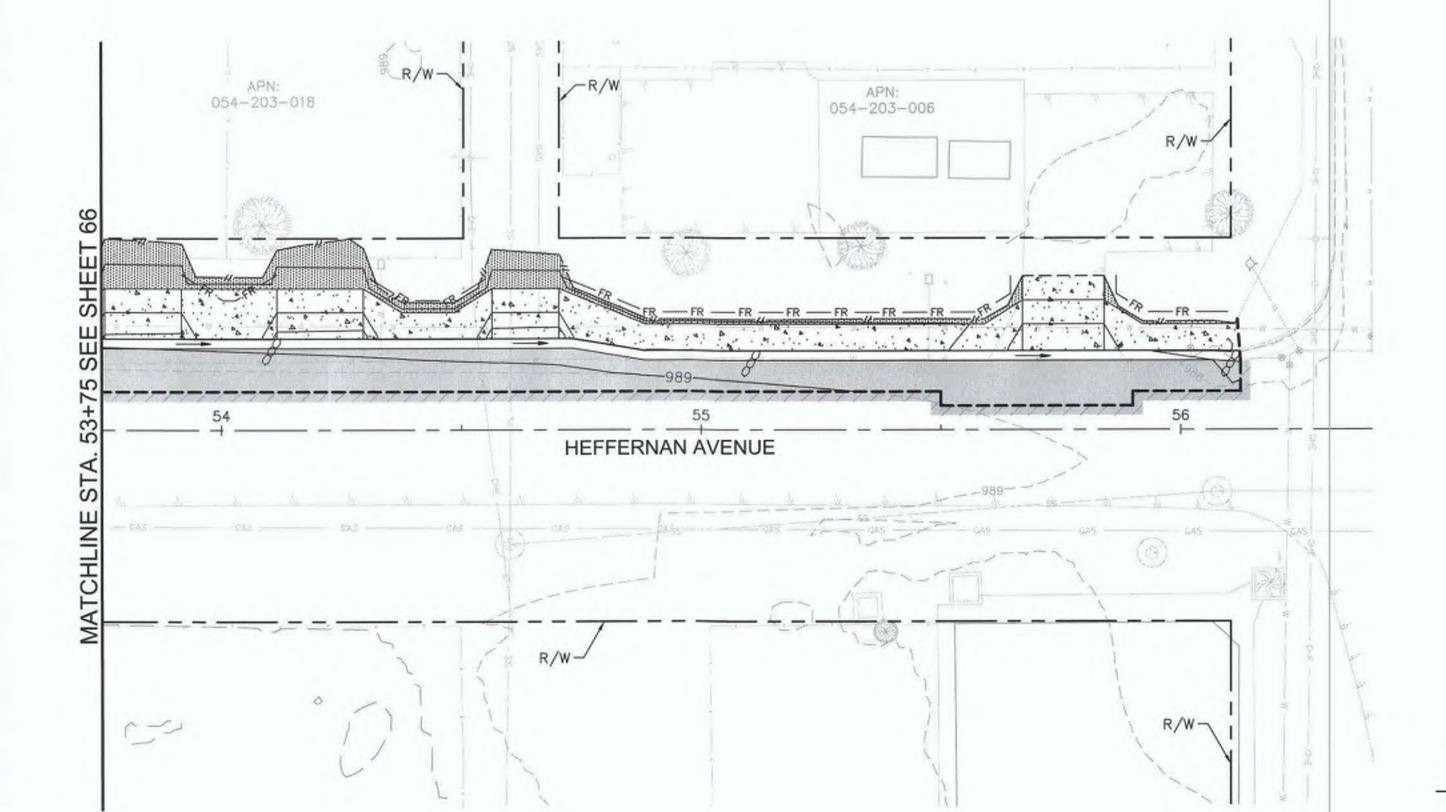
-FR-FR-FIBER ROLL

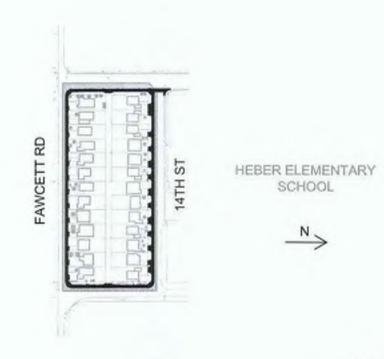
---- LIMITS OF DISTURBANCE

NOTE:

 FIBER ROLL SHALL BE PLACED AT EXISTING FENCE LINE OR AT R/W IF NO FENCE.

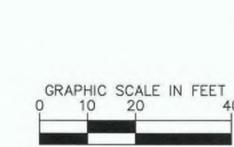


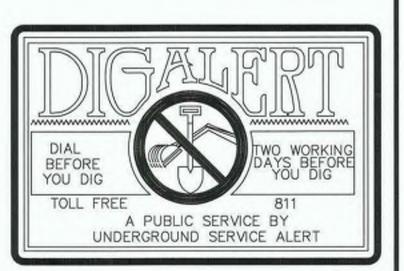






KEY INDEX



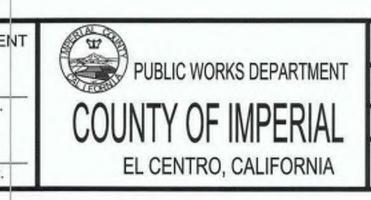


REVISION	DATE	COMMENTS	





	COUNTY OF IMPERIAL PUBLIC WOL APPROVED FOR CONSTRUCTION E	
看	Stahn GAY	6202
3 *	JOHN A. GAY, P.E. DIRECTOR OF PUBLIC WORKS	R.C.E.
RANDO	8/18/23	09/30
	DATE	REG F



ATE	SIDEWALK IMPROVEMENTS ON VARIOUS ROADS WITHIN THE TOWN OF HEBER, CA	
8/16/23		
RAWN	HEBER TOWNSITE IMPROVEMENTS FOR	
AS SHOWN	VARIOUS ROADS; COUNTY PROJECT NO.	
HECKED	6953CAPP	

WATER POLLUTION PREVENTION PLANS

REFERENCE R-983
6953CAPP SHEET OF 69 69